



JOSEPH S. PAXTON
County Administrator



ROCKINGHAM COUNTY

BOARD OF SUPERVISORS

PABLO CUEVAS

Election District No. 1

FREDERICK E. EBERLY

Election District No. 2

RICK L. CHANDLER

Election District No. 3

WILLIAM B. KYGER, JR.

Election District No. 4

MICHAEL A. BREEDEN

Election District No. 5

BOARD OF SUPERVISORS MEETING

October 14, 2015

- 3:00 P.M. CALL TO ORDER – CHAIRMAN MICHAEL A. BREEDEN
INVOCATION – CHAIRMAN MICHAEL A. BREEDEN
PLEDGE OF ALLEGIANCE – PUBLIC WORKS DIRECTOR BARRY E. HERTZLER
1. Approval of Minutes – Regular Meeting of September 23, 2015
 2. Report – Virginia Department of Transportation – Residency Administrator Donald F. Komara
 3. The Southeast Rural Community Assistance Project (SERCAP) – Kenneth J. Rodgers, Housing Manager
 4. Staff Reports:
 - a. County Administrator – Joseph S. Paxton
 - b. County Attorney – Thomas H. Miller, Jr.
 - c. Deputy County Administrator – Stephen G. King
 - d. Assistant County Administrator – George K. Anas, II
 - e. Director of Finance – James L. Allmendinger
 - f. Director of Human Resources – Jennifer J. Mongold
 - g. Director of Public Works – Barry E. Hertzler
 - h. Director of Community Development – Casey B. Armstrong
 - i. Director of Technology – Terri M. Perry
 - j. Fire & Rescue Chief – Jeremy C. Holloway
 - k. Director of Parks & Recreation – Katharine S. McQuain
 - l. Director of Court Services – Ann Marie Freeman
 5. Committee Appointments:
 - a. Building Appeals Board
 6. Committee Reports: Airport, Automobile, Buildings and Grounds, Central Shenandoah Planning District Commission, Chamber of Commerce, Community Criminal Justice Board, Finance, Harrisonburg-Rockingham Metropolitan Planning Organization, Harrisonburg-Rockingham Regional Sewer Authority, Massanutten Regional Library, Public Works, Shenandoah Valley Partnership, Social Services, Technology, VACo Liaison, Chairman, Other

4:30 P.M. 7. Dinner provided by Extension Leadership Council
Fire & Rescue Meeting Rooms

6:00 P.M. 8. Public Hearing: Special Use Permits

SUP15-158 Jonathan L. Rittenhouse, 5716 Singers Glen Road, Rockingham 22802 for an impound lot in conjunction with existing public garage and a waiver to the number of vehicles waiting repair or waiting to be picked up in association with the public garage on property located on the northeast of Singers Glen Road (Route 783) approximately 1100 feet southeast of Snapps Creek Road (Route 752), Election District 2. Tax Parcel #77-(A)-50D1 and a portion of 77-(A)-50D to be added to parcel 50D1.

SUP15-207 Walter W. Carr, III & Cindy H. Carr, 1380 Blackberry Lane, Rockingham 22802 for a wedding venue and event center (including seminars and retreats) on property located on the north side of Blackberry Lane approximately 240' north of Mt. Clinton Pike (Route 763), Election District #2, Zoned A-2. Tax Map #93-(3)-2B.

SUP15-214 Luba Vyhovskyy, 3073 N. Whitesel Church Road, Mt. Crawford 22841 requesting a waiver to supplemental standards to increase setback for accessory dwelling from 60' to 67.9' to convert an existing shed into an accessory dwelling on property located on the southeast corner of Whitesel Church Road (Route 681) and Pleasant Valley Road (Route 679), Election District #4, zoned A-2. Tax Map #89-(1)-3A1.

9. Unfinished Business

*** ADJOURN ***

September 23, 2015

The Regular Meeting of the Rockingham County Board of Supervisors was held on Wednesday, September 23, 2015 at 6:00 p.m. at the Rockingham County Administration Center, Harrisonburg, Virginia. The following members were present:

PABLO CUEVAS, Election District #1
FREDERICK E. EBERLY, Election District #2
RICKY L. CHANDLER, Election District #3
WILLIAM B. KYGER, JR., Election District #4
MICHAEL A. BREEDEN, Election District #5

Also present:

BRYAN F. HUTCHESON, Sheriff

JOSEPH S. PAXTON, County Administrator
THOMAS H. MILLER, JR., County Attorney
STEPHEN G. KING, Deputy County Administrator
GEORGE K. ANAS, II, Assistant County Administrator
JAMES L. ALLMENDINGER, Director of Finance
CASEY B. ARMSTRONG, Director of Community Development
BARRY E. HERTZLER, Director of Public Works
RHONDA H. COOPER, Director of Planning
JAMES B. MAY, Senior Planner
TAMELA S. GRAY, Deputy Clerk
DONALD F. KOMARA, Residency Administrator
Virginia Department of Transportation

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CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE.

Chairman Breeden called the meeting to order at 6:02 p.m.

Supervisor Cuevas gave the Invocation and Finance Director Allmendinger led the Pledge of Allegiance.

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APPROVAL OF MINUTES.

On motion by Supervisor Eberly, seconded by Supervisor Chandler and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board approved the minutes of the regular meeting of September 9, 2015.

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INTRODUCTION OF STUDENTS.

Students from Eastern Mennonite High School introduced themselves to the Board.

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TRANSPORTATION DEPARTMENT.

The Board heard Mr. Komara's report on the activities of the Transportation Department.

He noted Dovel Road (Route 665) is moving along well and VDOT hopes to surface treat it in the next two weeks.

The bid for the Valley Pike (Route 11) "Pumpkin Bridge" south of Mt. Crawford was awarded to Crossroads Bridge, Inc. at \$4.67 million. He noted Crossroads is a newer company from southwest Virginia that spun off from DLB. Since there are more construction projects, prices are creeping up but this bid was within the VDOT estimate. Mr. Komara indicated Crossroads Bridge, Inc. is currently constructing a bridge in Churchville and doing a good job.

The Airport Road (Route 727) project to remove curves will be advertised in February 2016.

The installation of turn lanes on East Side Highway (Route 340) at the intersection of Port Republic Road (Route 253) will be advertised in October, with work to begin in the spring.

Mr. Komara indicated surface treatment is being placed on existing hard surface roads across the County, and he updated the Board on future planned paving.

Current maintenance projects include patching, scratching roads, boom ax work, some mowing and preparing for a snow removal dry run. Mr. Komara noted VDOT will focus on gravel roads one last time before winter to apply calcium chloride.

Mr. Komara reminded the Board that the County's proposed House Bill 2 (HB2) project requests are due by the end of September. He said Ms. Cooper received sketches from the Staunton VDOT office for the following proposed projects:

1. Widening 1.7 miles of Route 33 West from Rawley Springs to the West Virginia line to improve safety on the curves
2. Mayland Road (Route 259) lane improvements from the Town of Broadway to Wentworth Drive (Route 873)
3. Route 11 South lane improvements from the City limits to Cecil Wampler Road (Route 704)

Administrator Paxton noted the City supports improvements to the seven tenths of a mile on Route 11, from Pike Mennonite Church to the Harrisonburg Travel Center, but improvements on Port Republic Road (Route 253) near Sentara RMH and East Market Street (Route 33) are a higher priority for them.

Mr. Komara noted revenue sharing requests are due at the end of October. He has discussed one potential project with Administrator Paxton and Mr. King.

Supervisor Eberly asked that VDOT be mindful of dust on Williamsburg Road (Route 782), Klines Mill Road (Route 784) and Horeb Church Road (Route 732).

Supervisor Kyger advised that there is a gap between the pavement and bridge at exit 240 from I-81. He asked that a "Bump" sign be installed until it can be fixed. Mr. Komara noted he is pursuing funding to fix the gap, which seems to separate every couple of years due to heavy truck traffic.

Supervisor Chandler asked if it was possible to surface treat Oak Shade Road (Route 767).

Chairman Breeden said he was informed that many vehicles have almost been rear-ended on East Point Road (Route 602) as they slowed to turn into Homer's Garage. He requested signs be erected alerting motorists to watch for turning vehicles.

Supervisor Cuevas asked about the guidelines required to lower the speed limit. He indicated there are no speed limit signs along Andrick Mill Road (Route 789) and bicyclists and pedestrians have almost been hit as vehicles speed over the blind hills. Mr. Komara noted a speed reduction is based on the geometrics of the road, traffic count, accidents and speed studies of the 85th percentile of people traveling the road. The horizontal and vertical alignment of the road is considered as well as the number of driveways and houses. He will investigate the possibility of lowering the speed limit on Andrick Mill Road. Mr. Komara explained that the 85th percentile indicates to VDOT the speed motorists are comfortable driving on a particular road. If a secondary road is not posted, the maximum speed limit is 55.

Mr. King reported that the County was awarded a \$400,000 grant for the Route 42 South bicycle, pedestrian and buggy lane. The grant requires a \$100,000 local match, which can be an in-kind match. Supervisor Kyger indicated Wal-Mart might be willing to provide a donation. Mr. King requested the Board authorize the County Administrator to sign the VDOT agreement accepting the grant.

On motion by Supervisor Eberly, seconded by Supervisor Kyger and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board accepted the \$400,000 grant and authorized the County Administrator to sign the VDOT agreement to add a bicycle, pedestrian and buggy lane along Route 42 South.

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COUNTY ADMINISTRATOR'S STAFF REPORT.

The Board received and reviewed Administrator Paxton's staff report dated September 18, 2015.

Administrator Paxton reviewed several items the Board may want to recommend for legislation in the upcoming General Assembly long session:

- Extension or abolition of the ability of cities to unilaterally annex county land. The current moratorium expires January 1, 2018.
- Based upon the recent JLARC report, request that the General Assembly more closely meet its obligation to fund elementary and secondary education.
- Oppose legislation that limits the County's ability to tax machinery & tools unless there is an acceptable replacement source of revenue that the jurisdiction is involved in discussing.
- Request revision to the PPTA and PPEA process to allow small local capital projects (under \$25M) to have a 45-day period for submitting alternative proposals to an unsolicited proposal as opposed to the current 120-day period.
- Support legislation regarding reciprocity for EMS professionals across state boundaries.

Administrator Paxton noted the Virginia Association of Counties requested that legislation suggestions be submitted by October 17, 2015.

On motion by Supervisor Kyger, seconded by Supervisor Chandler and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE;

CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board authorized the County Administrator to submit the above items to indicate support of the legislative agenda.

Administrator Paxton reminded the Board that Supervisor Kyger will host a Virginia Association of Counties (VACo) legislative meeting for Region 9 on Tuesday October 6, 2015 from 7:00 to 9:00 p.m. in the Fire and Rescue Classroom.

Supervisor Kyger indicated Ms. Sandum asked if she could attend the VACo Region 9 meeting, and he informed her she could. He said the meeting is open to the public.

Administrator Paxton announced the Fire and Rescue Study will take place November 3, 4, 5 and the morning of the 6th. Administrator Paxton indicated the pre-study planning conference call with the Virginia Fire Programs staff was positive. He and Chief Holloway reviewed the issues, as they understood them from the Board and informed the study group of the County's current system. A copy of the May 2014 five-year plan and the financial plan were provided. A dinner will be held on November 3, 2015 to meet with the study group. On November 4 and 5, they will spend one day visiting the east side and the other day visiting the west side of the County. Administrator Paxton indicated the group is planning an hour visit with every volunteer fire and rescue station, but they may not have time to travel to Bergton, in which case they may meet with Bergton volunteers in Broadway. He believes they can visit all the other volunteer fire and rescue agencies during the two days. The study group will conduct a town hall meeting on November 4, 2015 at 6:00 p.m. at the County Administration Center. All volunteers and the public will be invited to attend and provide input on County issues, if they are unable to attend an individual meeting. A draft report will be provided to the Fire Services Board for approval at its February meeting, which will allow the County time to consider the recommendations in next year's budget. Supervisor Kyger and Administrator Paxton know J. Randall Wheeler, who will oversee the study group. He is the City Manager of Poquoson and Vice Chair of the Fire Board.

Supervisor Cuevas expressed concern that the Fire Chiefs and/or Presidents of the volunteer organizations attend their respective meetings, and that the County advise the agencies of any information that is necessary for the study, and that the intent of the study is to be helpful to them. Administrator Paxton noted there have been several discussions at emergency service officers association meetings about the study, what will be reviewed and the goal of the results. Each fire and rescue chief is invited to attend these meetings. The Fire Programs Board study group will schedule a meeting at each station and all volunteers will be invited to participate.

Supervisor Kyger noted the studies in other areas have been well received. He expects that the detailed study will provide a good assessment of the County's fire and rescue response system, along with best management practices to consider.

Administrator Paxton previously provided the Board with a memorandum from the City Manager regarding the creation of a work group to prepare a Request for Proposal (RFP) for consultant services to assist the City and County in replacing the judicial/public safety data system. Due to the complexity of the system, the Emergency Communications Center (ECC) Advisory Committee and the Administrative Board recommended hiring a consultant to assist in the process. The Community Criminal Justice Board (CCJB) reviewed the recommendation on September 21, 2015, and concurs that the City and County establish a work group and engage a consultant to develop a RFP for replacing the system. The first step is to hire the consultant.

In addition to the persons listed in the recommended work group outlined in Mr. Hodgen's memorandum, the City Council is requesting that the work group include a Board and Council member due to the cost of the project. They also requested a GIS representative serve from the City, County and James Madison University (JMU), and a JMU Criminal Justice Services Department faculty member serve to help develop data points to track and assist in grant applications.

Supervisor Cuevas indicated the CCJB supported the work group and he suggested the Board endorse the creation of a work group, including the additional members requested by the City Council. At Chairman Breeden's request, Supervisor Cuevas agreed to serve on the work group.

On motion by Supervisor Cuevas, seconded by Supervisor Chandler and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board endorsed the formation of a work group, to include the members recommended by the City Manager and City Council, to proceed with solicitation of a consultant to assist in selecting an appropriate data system; and appointed Supervisor Cuevas to represent the Board of Supervisors on the work group.

Administrator Paxton announced that the County and City were notified this week of an approximately \$250,000 grant award to provide funds to create a mental health mobile response team, which will include a CIT-trained law enforcement officer and licensed mental health professional to be based at the jail. The team will assist officers bringing citizens to the jail, or may respond in the field if a call is received from someone they interacted with previously whom they believe needs mental health assistance.

The team will be on-duty weekday, daylight hours because many of the most difficult cases occur during the week when a crisis arises and the person does not know how to deal or have anyone at home to consult. This team is expected to work primarily when the Sentara RMH mental health crisis center is not available. It will supplement that program, and be an important service for law enforcement, as well as, the citizen experiencing a mental health crisis. The grant is for an 18-month period with a match of \$62,228. The majority of the match is budgeted, or may be an in-kind match, since a portion of the supervisor's time and vehicle expense can be applied to the grant. The City will also participate in the match. Ms. Freeman is the program manager and needs to be authorized to sign the grant acceptance.

Supervisor Cuevas stipulated that at the end of the grant period, the Board review the results of the program prior to making a decision to continue the program.

Based upon the previous stipulation, Supervisor Cuevas made a motion, seconded by Supervisor Chandler to accept the justice and mental health collaboration grant and authorized Ann Marie Freeman to sign the grant acceptance on behalf of the County.

Administrator Paxton explained that an 18-month grant was requested because it needed to be a long enough period to obtain accurate test results. Since it will take six months for the program to function properly, 12 months of results can be provided.

Supervisor Cuevas asked Administrator Paxton to communicate to the City Manager that the results of the justice and mental health collaboration grant will be obtained and reviewed, and there will be no automatic continuation of the program.

Carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board accepted the justice and mental health collaboration grant with the stipulation that the results of the program will be reviewed after the first 18-month period to determine continuation of the program, and authorized Ann Marie Freeman to sign the grant acceptance on behalf of the County.

Administrator Paxton advised the Board of a joint work session with the School Board on October 14, 2015 at 1:30 p.m. Since Schools will start acquiring devices for students next year, the Board would like an update on the school technology pilot programs and costs prior to preparation of the 2016-2017 budget.

Discussion ensued regarding students and teachers involved in the technology pilot classes providing a presentation regarding the devices and their classroom experience, or the Board touring classrooms to observe the teachers and interact with students. Administrator Paxton will talk with the School's Director of Information Management Oskar Scheikl about arranging a presentation or tour at an appropriate time.

Administrator Paxton announced that the Extension Service will provide their annual dinner for the Board and staff on October 14, 2015 at 4:30 p.m. in the Fire & Rescue classroom.

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COUNTY ATTORNEY'S STAFF REPORT.

Mr. Miller informed the Board that the Circuit Court hearing regarding the Board of Zoning Appeals motor cross hearing is on December 18, 2015 at 1:30 p.m.

It was noted that all the Board of Zoning Appeals positions have been filled but the newly-appointed members may not have taken their oaths yet.

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DEPUTY COUNTY ADMINISTRATOR'S STAFF REPORT.

Mr. King had no written report but was available to answer questions.

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ASSISTANT COUNTY ADMINISTRATOR'S STAFF REPORT.

The Board received and reviewed Mr. Anas' staff report dated September 17, 2015.

Mr. Anas thanked everyone for their attendance at the Albert Long Park dedication.

Administrator Paxton asked that the Board authorize staff to continue to pursue the GO Virginia initiative outlined in Mr. Anas' report and direct the Finance Committee to engage McGuireWoods to assist in developing the proposal.

On motion by Supervisor Chandler, seconded by Supervisor Kyger and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board authorized staff to pursue the GO Virginia initiative and directed the Finance Committee to engage McGuireWoods to assist in developing the proposal.

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FINANCE DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Allmendinger's staff report dated September 23, 2015.

On behalf of the Finance Committee, on motion by Supervisor Cuevas, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board declared the following items surplus to be disposed of through the public surplus auction website:

Items to Declare Surplus – September 2015

Description	Quantity
Epson Ribbon Cartridge	3
Misc. Box (music box, mailbox, phone, etc.)	1
1/3 Horsepower Performance Sump Pumps	2

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REIMBURSEMENT RESOLUTION.

Administrator Paxton highlighted the Resolution to Declare an Intent to Reimburse the County for the expenses to construct, reconstruct, expand and equip capital projects for the landfill. Since the design phase has begun, the County needs to approve the resolution which permits the County to apply for reimbursement of funds borrowed through the Virginia Resources Authority.

On motion by Supervisor Cuevas, seconded by Supervisor Chandler and carried by a roll call vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board approved the following Reimbursement Resolution:

RESOLUTION TO DECLARE AN INTENT TO REIMBURSE

WHEREAS, the Board of Supervisors of Rockingham County, Virginia (the “County”), upon mature consideration, has determined that it is essential for the County to acquire, construct, reconstruct, expand, and equip capital projects for the Rockingham County Landfill in the County, including (i) construction of a new Phase 5A cell, along with a new entrance and entrance road, associated roadways and stormwater channels, container site, wheel wash, office building and allocated parking, a disposal site to be used by County residents, installation of a liner, rain-cap, leachate and gas collection systems, and moving existing scales, (ii) and payment of engineering fees and other preliminary

costs and costs of issuance in connection with such undertakings by the County (all capital projects for such purposes in the County being referenced herein as the "Project"); and

WHEREAS, the County reasonably anticipates to obtain long-term financing of all or any portion of the costs of the Project through the County's participation in the pooled bond program offered from time to time by Virginia Resources Authority ("VRA"), in one or more financings, and accordingly, the County shall comply with the provisions of the Internal Revenue Code of 1986, as amended, so that interest on any bonds issued by VRA, the proceeds of which are used to fund such loan to the County (the "Loan"), will remain excludible from gross income for Federal income tax purposes in accordance with law; and

WHEREAS, the County now desires to declare its intent to use all or any portion of the proceeds of one or more tax-exempt obligations to be issued, in one or more series, to reimburse certain expenditures in connection with the Project, among other things, all as required by Federal tax laws, including Treasury Regulations § 1.150-2 in the Internal Revenue Code of 1986, as amended, all as further described below.

NOW THEREFORE, BE IT RESOLVED, as follows:

1. The County has paid/has caused to be paid, beginning no earlier than 60 days prior to adoption hereof and will pay/will cause to be paid, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the Project. Further, it has been determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Project-related Expenditures are available only for a temporary period and it is necessary to reimburse the County for the Expenditures from the proceeds of such Loan as described above (or otherwise from one or more issues of tax-exempt bonds). Accordingly, the County hereby declares its intent and reasonable expectations to reimburse the County with all or any portion of the proceeds thereof for the Expenditures with respect to the Project made no earlier than 60 days prior to the adoption hereof. The County reasonably expects on the date hereof that it will reimburse the Expenditures with all or any portion of the proceeds of such Loan from VRA.

2. The maximum aggregate principal amount of bond(s) to be issued by the County in one or more series (to VRA, as described above, or other tax-exempt financing(s) as may be necessary or convenient) in connection with the Project, as described above, is reasonably anticipated to be approximately \$14,500,000.

3. The County will make a reimbursement allocation, which is a written allocation that evidences the use of proceeds thereof to reimburse the Expenditures, no later than 18 months after the later of the date on which the Expenditure(s) is/are paid or the Project is placed in service or abandoned, but in no event more than three (3) years after the date on which the Expenditure(s) is/are paid. This declaration of intent to reimburse, as required by Treasury Regulations Section 1.150-2 and Federal tax laws, shall take effect immediately.

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FINANCE COMMITTEE REPORT.

On behalf of the Finance Committee, on motion by Supervisor Cuevas, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board approved the following supplemental appropriations:

FY 2014-2015 Supplemental Appropriations

EMS Transportation Fund

A supplemental appropriation in the amount of \$90,262 for costs associated with the EMS recovery program. Funding will be provided by EMS fees collected.

Supplemental Appropriation: \$90,262

\$ 90,262	GL Code: 1517-03201-10393-000-505614-000	County Fire & Rescue
\$ 90,262	GL Code: 1517-00000-11604-000-316000-000	EMS Transport Fees

Self-Funded Insurance Fund

A supplemental appropriation in the amount of \$989,441 for higher than anticipated health claims. Funding will be provided by the Self-Funded Insurance Fund Reserve.

Supplemental Appropriation: \$989,441

\$989,441	GL Code: 1310-01401-10101-000-503101-000	Professional Health Services
\$989,441	GL Code: 1310-00000-15201-000-352000-000	Fund Reserve

In order to eliminate future surprises, Mr. Allmendinger advised the Board of two items that may require Board action. He noted that while the State is inflexible with deadlines set for others, they have not yet provided numbers that were due by the end of June for four months of Medicaid adjustments that may require a supplemental appropriation. They also continue to work on numbers for the Government Accounting Standards Board's requirement to show the pension obligation, which will be a large balance sheet liability.

Administrator Paxton noted the Medicaid adjustment pertains to the Comprehensive Services Act.

Supervisor Cuevas agreed the Board should be kept informed to reserve funding for obligations, make good decisions and eliminate making special financial arrangements at the last minute.

Administrator Paxton indicated these are not new obligations, especially the retirement fund obligation. The Medicaid adjustment could be a couple hundred thousand dollar adjustment to cover the County's portion of Medicaid costs shared with the State that were not covered for youth services. In the past, the County has received the figures in the first quarter of the fiscal year. He is not aware of an unknown liability on the retirement side but the costs will appear on the balance sheet rather than in the notes of the financial statements.

Supervisor Cuevas said it is easy for the State to pass on a higher percentage of matching funds to the localities. The County only has taxpayers to pass the higher costs onto, which is an undesirable option.

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PUBLIC WORKS DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Hertzler's staff report dated September 23, 2015.

Mr. Hertzler reminded the Board of the Rockingham County Clean-up Days on October 16 and 17, 2015 at the landfill. County residents will be able to dispose of items free of charge.

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COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Armstrong's staff report dated September 23, 2015.

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COMMITTEE APPOINTMENT.

Administrator Paxton advised two appointments on the Building Appeals Board expire effective October 31, 2015. Mike Pugh is eligible for reappointment but John Knepper is not eligible for reappointment.

On motion by Supervisor Kyger, seconded by Supervisor Chandler and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE;

CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board appointed Michael Pugh to the Building Appeals Board for a term to expire October 31, 2020.

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RECESS.

Chairman Breeden recessed the meeting at 6:58 p.m.

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PUBLIC HEARING – ORDINANCE AMENDMENT.

At 7:03 p.m., Chairman Breeden opened the public hearing and Mr. May reviewed the following proposed ordinance amendment:

AFP15-197 Town of Dayton, to add parcel 107-(A)- L144B, located north of Linhoss Road (Rt 735) and west of Silver Lake Road (Rt 701), totaling 10.599 acres, to the Dry River Agricultural and Forestal District. The Comprehensive Plan identifies the area as Agricultural Reserve. The parcel is in Election District 2.

Mr. May reviewed the request from the Town of Dayton for Leon Rohrer to add 10.599 acres into the Dry River Agricultural and Forestal District (AFD). This parcel was removed from the AFD on August 26, 2015.

The Planning Commission recommended approval by a vote of 4 to 0 on September 1, 2015, stating:

The request follows a request for removal for the completion of a division.

Mr. May noted the Agricultural and Forestal District Committee did not meet. This transaction does not constitute a change to the AFD because it is the completion of a several-stage process.

Jordan Bowman, representing the Town of Dayton, indicated the well lot was subdivided from the parent parcel and the Town supports putting the parcel owned by Mr. Rohrer back into the Agricultural and Forestal District.

At 7:06 p.m., Chairman Breeden closed the public hearing and reconvened the regular meeting.

Supervisor Eberly explained that in order to divide off a piece of the parcel for the Town of Dayton's well property, the parcel had to be removed from the AFD. Since the well lot has been created, the parcel is being placed back in the AFD.

On motion by Supervisor Eberly, seconded by Supervisor Kyger and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CHANDLER - AYE; CUEVAS - AYE; EBERLY - AYE; KYGER - AYE; the Board approved the following ordinance amendment to place parcel 107(A)-L144B back in the Agricultural and Forestal District:

ORDINANCE
REPEALING AND RE-ENACTING SECTION 17-504.02.
OF THE CODE OF ORDINANCES
OF
ROCKINGHAM COUNTY, VIRGINIA

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF ROCKINGHAM COUNTY, VIRGINIA:

That Section 17-504.02. Description of the Dry River Agricultural and Forestal District be and hereby is repealed and re-enacted as follows:

17-504.02. Description.

The Dry River Agricultural and Forestal District shall consist of the following land: two hundred fifty-nine (259) parcels spanning six thousand, four hundred forty-six (6,446) acres, generally located south of Hinton, west of John Wayland Highway (Rt. 42), east of Ottobine, and north of the Town of Bridgewater, which includes the parcels shown on Rockingham County Real Estate Maps, as of the effective date of this district, numbered as:

90-(A)- L135, 90-(A)- L136, 90-(A)- L137, 91-(8)- L1, 91-(8)- L1A, 91-(8)- L2, 91-(8)- L3, 91-(A)- L69, 91-(A)- L71, 91-(A)- L81, 91-(A)- L214A, 104-(2)- L1, 104-(2)- L1F, 104-(2)- L1G, 104-(A)- L96, 104-(A)- L149A, 104-(A)- L149C, 104-(A)- L152, 105-(2)- L1, 105-(2)- L2, 105-(A)- L51, 105-(A)- L65A, 105-(A)- L66A, 105-(A)- L66B, 105-(A)- L67, 105-(A)- L69, 105-(A)- L70, 105-(A)- L71, 105-(A)- L72, 105-(A)- L76, 105-(A)- L82D, 105-(A)- L115E, 105-(A)- L121, 105-(A)- L122, 105-(A)- L148, 105-(A)- L149, 105-(A)- L149A, 105-(A)- L150, 105-(A)- L150A, 105-(A)- L151, 105-(A)- L152, 105-(A)- L153, 105-(A)- L154, 105-(A)- L155, 105-(A)- L156, 105-(A)- L164, 105-(A)- L165, 105-(A)- L167, 105-(A)- L169, 105-(A)- L171, 105-(A)- L172A, 105-(A)- L172B1, 105-(A)- L172C, 105-(A)- L173, 105-(A)- L173A, 105-(A)- L175, 105-(A)- L176, 105-(A)- L177, 105-(A)- L178A, 105-(A)- L178B, 105-(A)- L183F, 105-(A)- L189B, 105-(A)- L190, 105-(A)- L191, 106-(1)- L1, 106-(1)- L2, 106-(1)- L2B, 106-(1)- L2B1,

106-(A)- L2A, 106-(A)- L2A1, 106-(A)- L3, 106-(A)- L4, 106-(A)- L6, 106-(A)- L10,
106-(A)- L17, 106-(A)- L18, 106-(A)- L21, 106-(A)- L25, 106-(A)- L25A, 106-(A)- L27,
106-(A)- L28, 106-(A)- L30, 106-(A)- L31, 106-(A)- L32, 106-(A)- L33, 106-(A)- L33A,
106-(A)- L34A, 106-(A)- L35, 106-(A)- L35A, 106-(A)- L36, 106-(A)- L37, 106-(A)- L45,
106-(A)- L46, 106-(A)- L46B, 106-(A)- L47, 106-(A)- L47A, 106-(A)- L48, 106-(A)- L49,
106-(A)- L49A, 106-(A)- L52A1, 106-(A)- L53, 106-(A)- L62A, 106-(A)- L62B,
106-(A)- L62D, 106-(A)- L62F, 106-(A)- L63A, 106-(A)- L63B, 106-(A)- L69, 106-(A)- L70,
106-(A)- L70A, 106-(A)- L71, 106-(A)- L72, 106-(A)- L73, 106-(A)- L74, 106-(A)- L75,
106-(A)- L75A, 106-(A)- L76, 106-(A)- L80, 106-(A)- L80A, 106-(A)- L80B, 106-(A)- L91,
106-(A)- L92, 106-(A)- L93, 106-(A)- L94, 106-(A)- L95, 106-(A)- L96, 106-(A)- L97,
106-(A)- L98, 106-(A)- L98A, 106-(A)- L99A, 106-(A)- L101, 106-(A)- L101A, 106-(A)- L105,
106-(A)- L107, 106-(A)- L108, 106-(A)- L120, 106-(A)- L121, 106-(A)- L124, 106-(A)- L127,
106-(A)- L127B, 106-(A)- L128, 106-(A)- L128A, 106-(A)- L129, 106-(A)- L130,
106-(A)- L132, 106-(A)- L132A, 106-(A)- L133, 106-(A)- L134, 106-(A)- L136,
106-(A)- L136B, 106-(A)- L137, 106-(A)- L140, 106-(A)- L141, 106-(A)- L141A,
106-(A)- L142, 106-(A)- L144, 106-(A)- L146, 106-(A)- L147, 106-(A)- L148, 106-(A)- L149,
106-(A)- L149B, 106-(A)- L150A, 106-(A)- L151, 106-(A)- L152, 106-(A)- L152A,
106-(A)- L153, 107-(A)- L2A6, 107-(A)- L82, 107-(A)- L83, 107-(A)- L85, 107-(A)- L86,
107-(A)- L88, 107-(A)- L88B, 107-(A)- L90, 107-(A)- L91, 107-(A)- L91LE, 107-(A)- L92,
107-(A)- L95, 107-(A)- L96, 107-(A)- L98, 107-(A)- L100, 107-(A)- L102, 107-(A)- L103,
107-(A)- L104C, 107-(A)- L105, 107-(A)- L106, 107-(A)- L107, 107-(A)- L107A,
107-(A)- L108, 107-(A)- L109, 107-(A)- L112, 107-(A)- L116, 107-(A)- L117, 107-(A)- L118,
107-(A)- L122A1, 107-(A)- L123A, 107-(A)- L130B, 107-(A)- L131, 107-(A)- L133A,
107-(A)- L144B, 107-(A)- L149, 107-(A)- L150, 122-(4)- L1, 122-(4)- L1A, 122-(4)- L2,
122-(4)- L3A, 122-(4)- L4B, 122-(4)- L5, 122-(5)- L1, 122-(5)- L2, 122-(5)- L3, 122-(A)- L1,
122-(A)- L1C, 122-(A)- L28, 122-(A)- L33, 122-(A)- L34A, 122-(A)- L77, 122-(A)- L78,
122-(A)- L80, 122-(A)- L85, 122-(A)- L85A, 122-(A)- L85B, 122-(A)- L87, 122-(A)- L88,
122-(A)- L94B, 122-(A)- L94B1, 122-(A)- L94B2, 122-(A)- L98, 122-(A)- L104,
122-(A)- L107A, 122-(A)- L107B, 122-(A)- L109, 122-(A)- L110, 122-(A)- L111,
122-(A)- L114, 122-(A)- L132, 122-(A)- L133, 122-(A)- L134, 122-(A)- L136, 122-(A)- L137,
122-(A)- L142, 122-(A)- L144, 122-(A)- L144A1, 122-(A)- L144A2, 122-(A)- L145,
122-(A)- L145A, 122-(A)- L145B, 122-(A)- L145C, 122-(A)- L147A, 122-(A)- L148,
122-(A)- L148A, 122-(A)- L149, 122-(A)- L150, 123-(1)- L1, 123-(1)- L1B, 123-(1)- L2C,
123-(A)- L8, 123-(A)- L8A, and 123-(A)- L24.

This ordinance shall be effective from the 23rd day of September 2015.

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PUBLIC HEARING - REZONINGS.

At 7:06 p.m., Chairman Breeden opened the public hearing.

Mr. May reviewed the following rezoning requests:

REZ15-127 Eddie Mozingo, 1409 Kentshire Drive., Harrisonburg, VA 22801 to rezone Tax Map #125-(A)- L236, totaling 2.707 acres, located east of Massanetta Springs Road (Route 687) and south of Taylor Springs Lane (Route 688), from General Residential District (R-3) to Planned Single Family District (PSF). The Comprehensive Plan identifies this area as Community Residential. The parcel lies in Election District 3.

Mr. May noted the planned single-family development required a master plan, which has been submitted. The plan is for 25 new small-lot, single-family households. An existing structure on the property will be retained.

The Planning Commission tabled the request by a vote of 5 to 0 on July 7, 2015 by citing:

The need to resolve some of the points of confusion and to review any additional proffers that the applicant may submit in response to concerns raised at the public hearing.

On September 1, 2015, the Planning Commission removed the rezoning request from the table and recommended denial by a vote of 4 to 0, stating:

This development appears to be the wrong product in the wrong place.

Mr. Miller confirmed that VDOT has no issues with the road being privately maintained. VDOT is not providing input on the road standards within the development since the homes will be owned by a common owner. Mr. May said since there will be one common owner, VDOT will not accept the maintenance of the road. However, according to County zoning requirements, all roadways must meet VDOT standards.

Mr. May confirmed for Mr. Miller that the Planned Single Family District requires individual lot lines to be drawn; and the homes could potentially be sold individually. He noted that Mr. Mozingo has indicated he plans to maintain ownership of all the lots.

Applicant Eddie Mozingo was not in attendance.

Lena Osborne, who lives on Massanetta Springs Road less than 350 yards from Mr. Mozingo's property, thinks the development is the wrong product in the wrong area. She urged the Board not to approve the rezoning.

Skip Cothran, Executive Director of Massanetta Springs Camp and Conference Center, also believes this is the wrong product in this location. He said this would be an excellent product in the right place at the right time. He expressed concerns about safety and encroachment on adjoining properties. Mr. Cothran indicated many neighbors already consider the Camp and Conference Center a public park, but it is on private property. He is concerned about "stranger danger" with over 2,000 children on the Massanetta Springs

property during the summer. Mr. Cothran noted there have been challenges with the pedestrian crosswalk on Massanetta Springs Road. The Sheriff's Department provides extra patrol when large groups attend the camp and conference center, but an accident occurred two years ago in spite of assistance from the Sheriff's Department and Highway Department. The Massanetta Springs Conference Center is on 100 acres that Mr. Cothran oversees by himself after 5 p.m. He noted people fish at the lake, which is posted. Massanetta Springs recently settled a \$30,000 vandalism issue regarding a cabin on top of the hill. Mr. Cothran believes the proposed development will invite more trouble.

Jack Broaddus, President and CEO of Sunnyside Communities, said he previously provided the Board with Sunnyside's written position which outlined objections to the proposed rezoning. Sunnyside Communities opened in 1955 and currently has 450 residents and around 300 employees. Their retirement community model lends itself to quiet enjoyment and they market Rockingham County as a desirable place to retire. After Mr. Mozingo approached Sunnyside about purchasing some of his property, Mr. Broaddus met with Mr. Mozingo and visited the site but the offer from Mr. Mozingo was not in the best interest of Sunnyside. Mr. Broaddus explained that a large part of Sunnyside Communities' marketing is through residents who refer other people because they enjoy the pleasant living conditions. Sunnyside has plans for future growth and wants to continue moving in a positive direction to be a destination for retirement in Rockingham County. Mr. Broaddus believes the proposed development will be a deterrent to present and future Sunnyside residents. He asked that the Board deny the rezoning request.

Carol Kudless, a homeowner and member of the Lakewood Board, said Lakewood residents are opposed to Mr. Mozingo's rezoning request. In July, they presented the Planning Commission with a petition signed by over 175 Lakewood residents. She noted the signatures were collected over the Fourth of July holiday when many residents were out of town. She said many Lakewood residents attended and spoke at the Planning Commission Meeting in July. In addition, numerous neighbors have expressed their opposition to the rezoning through letters, emails and phone calls to the Board of Supervisors. Ms. Kudless noted the Planning Commission recommended denial of Mr. Mozingo's rezoning request at their September meeting because it was the wrong product in the wrong place. To her knowledge, Mr. Mozingo has not changed his proposal for the development. She hopes the Board will deny his request since it is the wrong plan for this property.

Linda Elliott, an attorney with Miller, Earle & Shanks, PLLC who lives in Lakewood, assists the neighborhood with legal matters, and will be personally affected if the rezoning is approved. At the Planning Commission meeting, Mr. Mozingo indicated his property was going to be one tax map number, but each house is a different tax parcel so they can be sold. Ms. Elliot noted that R3 zoning allows up to 21 units that are 1800 square feet. The number of houses allowed in a Planned Single Family District is similar but Mr. Mozingo is proposing much smaller units. Since there are no plans for a Homeowners Association, Ms. Elliot wonders who will maintain the common areas if the

units are sold. She indicated there has been a lot of misinformation about the development. Ms. Elliot stated this is an inappropriate location for this type development.

Tracy Evans with Evans Law Group appeared on behalf of Generations Crossing. He agreed with Ms. Elliott's comments regarding the tax map numbers. He noted since there will be 25 individual additional units, there will be at least 25 automobiles which will lead to increased traffic. The proposed development entrance will be at the intersection across from Generations Crossing, a child and adult daycare center, which serves 120 to 150 children and approximately 20 adults each day. Generations Crossing staff are concerned about safety issues. Mr. Evans anticipates Mr. Mozingo's current plans for households of 700 square feet will attract a transient population, which could bring increased crime and could endanger children and disabled adults attending Generations Crossing. On behalf of Generations Crossing, Mr. Evans urged denial of Mr. Mozingo's request, stating numerous options have been discussed with the community and nearby residents remain opposed to his plan.

Charles Lotts, a Sunnyside resident since 2007, said he served 19 years as Sunnyside's chief financial officer. One thing that markets a retirement community is the quiet enjoyment of the property, which Sunnyside currently has. Since elderly people like to go to bed and get up early, he does not believe the proposed community is compatible and thinks it will negatively affect Sunnyside's future marketing. Mr. Lotts, who serves on the Generations Crossing Board, agreed with Tracy Evans' comments.

Marion Messner owns property directly across from the proposed project, and is opposed to the rezoning. Ms. Messner stated they have a historical property and neighborhood, with beauty and solitude, which needs to be maintained.

REZ15-179 Binkley & Hurst, 140 Old Bridgewater Road, Mt. Crawford, VA 22841, to rezone portions of parcels TM# 123-(A)- L99A and TM# 123-(A)-L97, totaling 10.871 acres, from General Agricultural District (A-2) to General Business District (B-1). The Comprehensive Plan identifies the area as Mixed Use Center. The properties are in Election District 2.

Staff recommended denial on August 25, 2015, and the Planning Commission tabled the request:

Citing the need for more information regarding statements made by the applicant at the public hearing, and the need to review the proffered uses in relation to the Comprehensive Plan designation of Mixed Use Center.

Mr. May noted the applicant recently submitted proffers regarding a new public street. Proffers were provided at the September 1, 2015 public hearing just prior to the

Planning Commission voting on the request. The Planning Commission tabled the rezoning request in order for them to review the proffers.

At a special meeting on September 8, 2015, the Planning Commission recommended approval by a vote of 3 to 1, stating:

The proposed development would be in keeping with the existing uses along this corridor, and the applicant has provided plans for connectivity.

Mr. May provided the Board with revised proffers and a revised site plan submitted by the applicant immediately prior to the meeting. He advised the proffers had not been signed by the owner or applicant.

In response to a question from Supervisor Eberly, Mr. May indicated the County did not hear from anyone at Pike Mennonite Church and has not received any comments on this application outside of the public hearing.

Mike Pugh stated he has represented Binkley & Hurst for two years. They attempted to find locations on Route 42 between Dayton and Harrisonburg, and Route 257, but were unsuccessful. The Route 11 South site was determined to be the best location for the facility. Mr. Pugh noted that Binkley & Hurst has been in business 75 years and is an employee-owned company with operations in four states.

Mr. Pugh referred to a plat provided to the Board. He explained a three-acre tract of land blocked the facility's full access to Route 11, so Binkley & Hurst negotiated a land exchange with a neighboring property owner to obtain a parcel that would provide access to Route 11. When Binkley & Hurst realized they had more acreage than needed for their facility, they offered to sell three acres to Pike Mennonite Church. Mr. Pugh indicated the church is anxious to acquire more property for recreational activities and future expansion options.

Mr. Pugh indicated Binkley & Hurst wanted to provide connectivity from the facility to the Koogler farm. He suggested the 60-foot right of way be provided to open up the Koogler farm in case they want to sell property to the fairgrounds in the future, as it appears to be a great location for an additional fairground entrance. Mr. Pugh said a 50-foot roadway is intended to be a private access connecting to Liskey Road. Binkley & Hurst wanted the access road because they have many Old Order Mennonite customers and do not want buggies or farm equipment from the western section of the County traveling on Route 11.

Administrator Paxton confirmed with Binkley & Hurst's surveyor and engineer, David Ingram, that all the roads will be built to VDOT standards, according to the proffers. Mr. Ingram indicated more importantly, they will be built to satisfy the fire marshal.

Mr. Pugh said the group worked diligently on the proffers but could not obtain signatures from all the landowners and attorneys in Richmond prior to the meeting. He assured the Board all the parties involved were on board and would sign the proffers.

Kim Sandum asked the Board to consider tabling the request to allow the public an opportunity to view the proffers and drawings provided to the Board. That would also allow the Board more time to review the proffers since they just received them, she said.

Chairman Breeden closed the public hearing at 7:39 p.m.

Supervisor Chandler thanked the community members for attending the Mozingo public hearing and said he appreciated the communication between the community organizations and Lakewood neighbors. He has talked with Mr. Mozingo several times, and Mr. Mozingo has expressed a willingness to meet with representatives in the community to see if a resolution can be found for his property. Supervisor Chandler said he thought it was good for people in the community to be part of the resolution. He recommended tabling the rezoning request to a future date and scheduling a community meeting with the Lakewood community, Massanetta Springs, Sunnyside and Generations Crossings. He said the meeting could be open to everyone, or representatives from the Lakewood Homeowners Association could attend on behalf of the development. He asked that community members think of alternatives to share at the community meeting, in an attempt to come to a resolution.

Supervisor Kyger stated that not assuming he is in support of this request; he would yield to favor the motion to table so Supervisor Chandler can meet with the community regarding this issue one more time before a final vote by the Board.

Supervisor Chandler made a motion to table REZ15-127, Eddie Mozingo, 1409 Kentshire Drive., Harrisonburg, VA 22801 to rezone Tax Map #125-(A)- L236, totaling 2.707 acres, located east of Massanetta Springs Road (Route 687) and south of Taylor Springs Lane (Route 688), from General Residential District (R-3) to Planned Single Family District (PSF). The Comprehensive Plan identifies this area as Community Residential. The parcel lies in Election District 3. Supervisor Kyger seconded the motion.

Chairman Breeden asked Supervisor Chandler if he would like to set a date for the request to be removed from the table. Supervisor Chandler did not wish to set a date until he scheduled a meeting with the community, hopefully in October.

Supervisor Cuevas indicated that as a courtesy to Supervisors Chandler and Kyger, he would support tabling the request.

Carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board

tabled REZ15-127, Eddie Mozingo, 1409 Kentshire Drive., Harrisonburg, VA 22801 to rezone Tax Map #125-(A)- L236, totaling 2.707 acres, located east of Massanetta Springs Road (Route 687) and south of Taylor Springs Lane (Route 688), from General Residential District (R-3) to Planned Single Family District (PSF). The Comprehensive Plan identifies this area as Community Residential. The parcel lies in Election District 3.

Since the new Binkley & Hurst proffers were not signed and the Board did not have an opportunity to closely review the proffers, Supervisor Eberly made a motion to table REZ15-179, Binkley & Hurst, 140 Old Bridgewater Road, Mt. Crawford, VA 22841, to rezone portions of parcels TM# 123-(A)- L99A and TM# 123-(A)- L97, totaling 10.871 acres, from General Agricultural District (A-2) to General Business District (B-1). The Comprehensive Plan identifies the area as Mixed Use Center. Supervisor Kyger seconded the motion.

Supervisor Kyger noted there was confusion regarding in which district the Binkley & Hurst rezoning request was located and indicated a lot of vetting went into the project. He met with Planning Commissioner Rodney Burkholder and had discussions with Planning Commissioner David Rees. Staff has worked very hard with Mr. Pugh and the engineer. He said tabling the request is not a bad idea but once the proffers are signed by the appropriate people, he feels comfortable with what has been presented and will be willing to remove the rezoning request from the table for favorable consideration.

Carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board tabled REZ15-17, Binkley & Hurst, 140 Old Bridgewater Road, Mt. Crawford, VA 22841, to rezone portions of parcels TM# 123-(A)- L99A and TM# 123-(A)- L97, totaling 10.871 acres, from General Agricultural District (A-2) to General Business District (B-1). The Comprehensive Plan identifies the area as Mixed Use Center.

In response to a question from Supervisor Chandler, Linda Elliott offered to be the contact for the Lakewood Homeowners Association. It was noted that Supervisor Chandler should also make contact with the Massanetta Springs Homeowners Association, who were not represented at the meeting.

Supervisor Cuevas recognized Wayne Modisett and Jack Osborne, who have made a positive contribution to the quality of life in the County and to the schools.

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PUBLIC HEARING – COMPREHENSIVE PLAN AMENDMENT.

At 7:50 p.m., Chairman Breeden opened the public hearing and Ms. Cooper reviewed the following proposed Comprehensive Plan Amendment:

Proposal to amend the Comprehensive Plan 2020 and 2050 Conceptual Land Use Maps by expanding the existing Urban Development Area (UDA). The existing UDA is centered around the intersection of Port Republic Road and Stone Spring Road. The expansion of the UDA is proposed to include the area generally located south of Spotswood Trail (Route 33) from the City line to Cross Keys Road (Route 276), north and south of Shen Lake Drive, north of Port Republic Road between Oak Ridge Road and Spaders Church Road, and north and south of Port Republic Road west of Spaders Church Road. A small amount of the expansion area is located between Ridgedale Road and the southwest side of the existing UDA.

Ms. Cooper explained expected and potential development includes all acreage that has been rezoned for residential or commercial development but is vacant, or is not yet zoned for residential or commercial development. Within the delineated area, about 50 percent of the land is existing development and 50 percent is expected and potential development. Most of the development has occurred within the expansion area. Including this area in the UDA recognizes the existing economic generator and activity center. For the expansion to occur, the Comprehensive Plan text and conceptual land use maps for 2020 and 2050 require minor revisions. Ms. Cooper indicated Albert Long Park is a new addition in the community and a critical part of linking the community into the UDA area in terms of bicycle, pedestrian, and vehicular traffic, as well as future transportation projects.

The Planning Commission recommended approval, concurring with staff's recommendation, which stated:

In consideration of the [development] activity that has occurred since 2011 and is expected in the coming years, staff recommends the expansion of the UDA to encompass most of this area, as depicted on the Proposed UDA Boundary Expansion map. This UDA expansion lends support to the scoring of future transportation projects. The expansion of the UDA requires the amendment of the Comprehensive Plan text and Conceptual Land Use Maps for 2020 and 2050.

Ms. Cooper further indicated the economic generator and activity center expansion revision will be submitted for inclusion in the VTrans2040 Multimodal Transportation Plan.

Supervisor Cuevas asked Ms. Cooper if this is a guideline or by right. He said at any given time a type of use may be included in the area, which will affect the immediate surrounding area and he does not want to mislead developers. Ms. Cooper confirmed this is a plan that is subject to the Board's consideration. Changes may be made that could

seriously affect the UDA. Ms. Cooper indicated any request before the Board would be considered on a case-by-case basis. The plan will be taken into consideration but it is not a legally binding document; it is considered the blue print for our community and blue prints change, she said.

Chairman Breeden said he assumes you would have to substantiate a transportation project in the UDA with traffic on Route 33 and consider what is already approved for development near Montevideo Middle School. Ms. Cooper responded that if the County pursued a project on Route 33, economic generators in this UDA, the McGaheysville Area Plan, Town of Elkton and communities along Route 33 would be considered, as well as the safety factor. It would not be difficult to show the safety needs for improvements.

Kim Sandum noted Ms. Cooper mentioned in her report that there would not be an opportunity to change the State transportation-planning document for another five years. She asked if the Comprehensive Plan is changed and different lines are in mind in the next five years, what staff would use as their guiding document. Ms. Cooper responded the Comprehensive Plan would be followed.

Administrator Paxton explained this is primarily a transportation funding issue. When the County applies for roads having statewide significance, the Comprehensive Plan is helpful. One factor the State considers is the UDA impact, so the County needs to ensure the UDA overlays anticipate the areas to be developed. This provides the County another opportunity to request funding, he said.

Chairman Breeden closed the public hearing at 8:02 p.m.

Supervisor Cuevas asked if the condition of roads, and the availability of water and sewer are usually the important factors for growth and development. Administrator Paxton concurred that public water and sewer, as well as adequate roads are critical.

Supervisor Cuevas noted it is good to plan, but things change rapidly. He indicated the Board should consider other factors such as developers, the willingness of people to sell their land, and farmers wanting to keep their land for their retirement. He asked the Board to be sensitive to these issues.

On motion by Supervisor Cuevas, seconded by Supervisor Kyger and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board approved expanding the proposed UDA area and adopted the attached Comprehensive Plan Amendment.

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ADDITIONAL COMMITTEE REPORTS.

The Board heard the following additional committee reports from Board members and staff.

AUTOMOBILE

Administrator Paxton reported that staff would like to replace an unreliable 2001 Ford Explorer with 207,000 miles. The Fire and Rescue vehicle has been repaired several times this year for multiple mechanical problems and County garage staff supports the replacement of the vehicle.

The FY2016 budget includes \$28,050 to purchase a replacement vehicle for Fire and Rescue. State contract prices for the year were recently released, and a Chevrolet Tahoe is available for \$36,185, which is higher than anticipated during the budget preparation. Staff recommends that the Board authorize the purchase of a 2016 Chevrolet Tahoe from R.K. Chevrolet in Virginia Beach, at the State Contract price of \$36,185. Staff proposes utilizing the \$28,050 in the budget, and covering the difference with carry forward Fire Programs funds and other areas of the budget.

On behalf of the Automobile Committee, on motion by Supervisor Kyger seconded by Supervisor Chandler and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board authorized the purchase of a 2016 Chevrolet Tahoe from R.K. Chevrolet in Virginia Beach, at the State Contract price of \$36,185.

CHAMBER OF COMMERCE

Supervisor Chandler reported the Diversity Gala will be held at Cross Keys Vineyards on October 8, 2015. The Connections2015 Developing Your Business networking event will be held on October 27, 2015 at the James Madison University Festival Center.

COMMUNITY CRIMINAL JUSTICE BOARD

Supervisor Cuevas reported two items discussed at the September 21, 2015 Community Criminal Justice Board (CCJB) meeting were forwarded to the Board of Supervisors and City Council.

Since the County and City became members of the Middle River Regional Jail on July 1, 2015, the CCJB recommended withdrawal of the request submitted to the State to obtain funding for a satellite jail facility to supplement the Rockingham Regional Jail.

On motion by Supervisor Cuevas seconded by Supervisor Kyger and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE;

CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board authorized withdrawing the Community-Based Corrections Plan and Facility Planning Study submitted to the Department of Corrections on December 22, 2014.

The CCJB endorsed the County and City awarding a contract to Gemeinschaft Home for services related to a day reporting program. The proposal, which was the only one received in response to the RFP, meets the criteria of the CCJB.

On motion by Supervisor Cuevas seconded by Supervisor Chandler and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; CUEVAS – AYE; EBERLY – AYE; KYGER – AYE; the Board awarded the contract for day reporting services to Gemeinschaft Home, subject to the approval by the Harrisonburg City Council.

Pending approval by Council, the county Attorney and County Administrator are authorized to draft a contract with Gemeinschaft for this service.

Supervisor Cuevas indicated there are many desires from different citizens regarding incarceration programs. He hopes the Board will continue to support practical programs that are applicable to County citizens and taxpayers. He said some citizens have limited finances to contribute to the government. He hopes the Board and staff will continue to communicate to the public the Counties responsibilities to education, public safety, utilities, the landfill and other large items the County is responsible for on a day-to-day basis. The County wants to improve conditions and programs for inmates but cannot focus all financial resources on that area. He noted the Board highlighted projects in the Rockingham2020 Plan that are considered valuable and of interest to citizens. Supervisor Cuevas hopes the Board will continue to focus on what is best for the community as a whole.

MASSANUTTEN REGIONAL LIBRARY

Supervisor Eberly was unable to attend the meeting last week. He said problems resulting from the vandalism of the library's internet system were very disruptive but have been resolved.

PUBLIC WORKS

Supervisor Cuevas thanked Mr. Hertzler and the public works staff for their continued efforts with the water and sewer, and landfill needs.

SOCIAL SERVICES

Chairman Breeden reported Social Services will meet September 24, 2015.

VIRGINIA ASSOCIATION OF COUNTIES (VACo) LIAISON

Supervisor Kyger reiterated that the Virginia Association of Counties legislative meeting for Region 9 will be held on Tuesday October 6, 2015 from 7:00 to 9:00 p.m. in the Fire and Rescue Classroom. He indicated the public is welcome to attend.

OTHER

Supervisor Kyger informed Planning Commission members Burkholder and Rees, who were in attendance, that their service is greatly appreciated by the Board and County citizens.

Supervisor Cuevas advised the Board that a Massanutten Technical Center (MTC) Foundation and Advisory meeting will be held October 8, 2015 at 11:30 a.m. in the east building at MTC with lunch provided.

Supervisor Cuevas remembered George R. Aldhizer, Jr. who passed away recently. Mr. Aldhizer served as the County Attorney many years.

Administrator Paxton reported the first Rockingham Recreation Foundation Board meeting was held on September 21, 2015 and action was taken to move forward with the Foundation. Supervisor Chandler will chair the Foundation Board the remainder of this calendar year. The Foundation approved bylaws and guidelines to receive donations for the Albert Long Park and other recreation activities.

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ADJOURNMENT.

Chairman Breeden declared the meeting adjourned at 8:15 p.m.

_____,
Chairman



CONTACT: Mrs. Amy Herzel, Housing Coordinator
347 Campbell Ave.
Roanoke, VA 24016
540-345-1184 x117

Southeast Rural Community Assistance Project, Inc. IPR Program

The Indoor Plumbing & Rehabilitation or IPR program is a state funded program. Financial resources are made available to housing organizations that specifically assist low-income rural residents without indoor plumbing or incomplete indoor plumbing.

Southeast RCAP's Indoor Plumbing & Rehabilitation Program (IPR) supports people **who do not have indoor plumbing**, as well as people with **incomplete plumbing, due to a failing septic system**. The program assists not only with water and sewer needs, but also provides for the complete repair of the home to bring it to Housing Quality Standards. The program does not provide for cosmetic improvements.

To qualify for the IPR program:

- The deed to the property must be in the occupants name.
- No indoor plumbing or a failed septic system
- The Home owner must have an income level at or below 80% of the geographic area median.

Currently SERCAP is able to provide these services in Buckingham, Nelson, Augusta, Highland, Rockingham, Shenandoah, Page, Greene, Albemarle, Fluvanna and Louisa counties.

If you or someone you know is living without complete indoor plumbing and is interested in seeking assistance through **SERCAP**, please contact our IPR staff at **540-345-1184 x117** for more information and an application.



SERCAP

Southeast Rural Community Assistance Project, Inc. (SERCAP) is a private nonprofit corporation whose mission is to improve the quality of life of low-income individuals by promoting affordable water and wastewater facilities, community development, environmental health and economic self-sufficiency.

Owner Occupied Housing Rehabilitation Program

SERCAP's Housing Department provides housing rehabilitation services to low-income rural homeowners through the Indoor Plumbing & Rehabilitation (IPR), Aging in Place, and CDBG Housing programs. Contact the Housing Department for more information: 540-345-1184.

Service Area...

SERCAP's housing rehab program serves across the Commonwealth of Virginia.



Housing Counseling

SERCAP's Housing Department provides Housing Counseling Services to individuals seeking to purchase a home. With two certified housing counselors on staff, SERCAP is well equipped to provide services to a large cross section of clients.

The curriculum includes:

- First time homebuyer education
- Post purchase homebuyer education
- Creation of a one year spending plan
- Foreclosure prevention
- Management of debt
- Predatory lending practices
- Credit report analysis
- Resolution of credit issues
- Using financial tools
- Importance of receipts and tracking payments
- Effective use of online banking and bill payment
- Interpretation of financial statements

Aging in Place

SERCAP is committed to helping Seniors live more independently at home and accommodating their changing needs. Benefits are lasting for and assist in maintaining the freedoms that come with home living. By making changes to the home, SERCAP assists Seniors with achieving greater access, safety, and energy efficiency. Rehabilitation and upgrade services include:

- Access Ramps
- Entry doors
- Hallways
- Showers
- Kitchen areas

Testing Services

SERCAP's Housing Department offers a variety of testing services including:

- Housing Quality Standards (HQS) Inspections
- Blower Door Testing
- Lead Hazard Testing

Additional Program Services

SERCAP's Housing department is experienced in a variety of owner occupied housing rehabilitation and is able to provide rural communities with assistance in administering CDBG, CSBG, and other state and federally funded programs.

1. The County and Public Schools Cafeteria Plan Document and Summary Plan Description have been reviewed and updated by legal counsel. Changes have been made to reflect the current insurance plan along with verbiage to ensure compliance with the Affordable Care Act. Board action is requested for approval of the updated Cafeteria Plan.
2. 74 new staff were hired, a combination of both full and part time, throughout 14 different departments in the first quarter of FY2016. We currently have 2 full time vacancies.
3. "Social Security and your Retirement" workshop will be held October 15. This seminar is being conducted by one of the County's 457 Plan representatives.

Respectfully submitted,

Jennifer J. Mongold

ROCKINGHAM COUNTY CAFETERIA PLAN

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ROCKINGHAM COUNTY CAFETERIA PLAN

INTRODUCTION

The Employer has amended this Plan effective October 1, 2015, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on July 1, 1992. The Plan shall be known as Rockingham County Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o). 1.2 p.11.2

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means July 1, 1992.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Rockingham County, Virginia and any other Employer (as defined in Section 1.2) which shall adopt this Plan; any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. The School Board of Rockingham County, Virginia is a Participating Employer who will adopt this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning October 1 and ending September 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan

Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means "spouse" as defined in the self-funded plan for purposes of that plan or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY 2.1 p.32.1

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION 2.2 p.32.2

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE 2.3 p.32.3

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT^{2.5 p.32.5}

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs or through the end of the next following Grace Period and submitted within 60 days after the end of the Grace Period, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 60 days after the end of the Grace Period.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for

coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

(e) **Continuation of Coverage.** The health benefits under this Plan including the Health Care Reimbursement Plan shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.6 DEATH 2.6 p.42.6

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION 3.1 p.43.1

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
 - (i) Health Insurance Benefit
 - (ii) Dental Insurance Benefit
 - (iii) Cancer Insurance Benefit
 - (iv) Other Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

4.7 OTHER INSURANCE BENEFIT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.8 NONDISCRIMINATION REQUIREMENTS 4.8 p.64.8

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured and self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of

any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS 5.1 p.65.1

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS 5.2 p.65.2

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS5.4 p.75.4

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the

Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the

Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health

program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A

Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a

prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall

not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Changes due to reduction in hours or enrollment in an Exchange**

Plan. A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for

future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES 6.3 p.106.3

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be

forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS 6.4 p.106.4

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2). The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS 6.5 p.116.5

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not

occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS 6.7 p.116.7

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been

incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 2 months after the end of the Grace Period, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of

Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13; 7.2(d)(1) p.147.2(d)(1)

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or 7.2(d)(2) p.147.2(d)(2)

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5). 7.2(d)(3) p.147.2(d)(3)

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT 7.6 p.147.6

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES 7.8 p.147.8

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS 7.9 p.147.9

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS 7.10 p.157.10

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS 7.12 p.157.12

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) **Claims for reimbursement.** If a Participant fails to submit a claim within 2 months after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
 - (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
 - (3) Claims substitution or offset of future claims until the amount is repaid;
- and

- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer, or to the Employer for self-funded Benefits. If the Insurer or Employer (as applicable) denies any claim, the Participant or beneficiary shall follow the Insurer's or Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 60 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 60 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS 8.2 p.178.2

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION 9.1 p.189.1

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the

Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of Insurance Contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the Commonwealth of Virginia.

11.12 SEVERABILITY11.11 p.2111.11

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)9.13 p.109.13

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS11.16 p.2111.16

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

- (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
- (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further

uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____
day of _____.

Rockingham County, Virginia

By _____
EMPLOYER

1. Personnel vacancies

Utilities: no vacancies

Landfill: no vacancies

Refuse & Recycle: no vacancies

Public Works Admin: Construction inspector (Miss Utility)

Facilities Maintenance: no vacancies

2. Utilities.

Three Springs Water Treatment Plant Filter Replacement Project

The new security fencing has been completed. It is 6' high with two strands of barb wire at the top. The old gates were replaced with two 12' gates for a 24' opening.

The SCADA is complete. A tour of the completed plant for the Board will be scheduled in the first quarter of 2016, weather dependent.

Rt.33 16" Waterline

Update: 73% of the pipe has been installed as of 10/8/15 along with the bore under Rt.33. The complete schedule is:

1. Begin Construction 7/6
2. Complete Construction 210 days after start of construction
3. Substantial Completion 1/2/16
4. Final Completion 2/1/16

Pleasant Valley 16" Waterline

Due to the weather, the project has been delayed. Mobilization is expected on 10/12/15 pending no further weather delays.

1. Begin Construction 10/12/15
2. Substantial Completion 3/17/16
3. Final Completion 4/17/16

3. Landfill

The Rockingham County Cleanup Days will be October 16th and 17th at the County Landfill. The Landfill will accept cleanup refuse from county residents at no charge.

4. Recycling & Satellite Sites

The last Household Hazardous Waste Day for 2015 is October 17th at the City's Recycling Center on Beery Road.

The County is working with the Virginia Wildlife Center this year to assist with the school assemblies on recycling. The theme for the program is "Critters Don't Need Litter". The Wildlife Center brings several animals to explain how litter damages wildlife.

5. Facilities Maintenance

Facilities has advertised for the following projects:

1. Replace cracked tile flooring at the Plains District Community Center - bid date 9/16 – Contract awarded to Black's Flooring low bidder. Project underway – expected completion is 11/1/15.
2. Repair damaged asphalt paving from dumpster truck at School Office Building - bid date 9/30. Staff recommends award to Partners Excavating. Recommendation under review by the Public Works Committee.
3. Modernization of the visitor elevator at the Jail - bid date 10/28
4. Repair the north and east steps at the Courthouse, similar to the previous west step project - bid date 10/14

6. Albert Long Park Commercial Site

No update: Staff is working with Dominion Power on a cost estimate and possible schedule to bury the overhead lines along Rt.33. An alternate solution under consideration is to relocate the overhead lines to avoid the entrance between Crossroads Plaza and the commercial park. This option is less costly but the park would still have overhead power lines.

7. Albert Long Park

With the significant rainfall of the past two weeks, the project has not been started and is behind schedule. There is a concern for the completion of the two multipurpose fields this fall due to the tight timeframe for completing the work.

1. Delay of one week in Erosion and Sediment plans being completed for contractor pricing 9/21/15
2. Notice to Proceed, Preconstruction meeting and E&S permit issued to start project 9/28/15
3. 10 day loss in schedule due to rain 9/28-10/9
4. Two multipurpose fields seeded complete 11/2/15
5. Remainder of project seeded complete 10/1/16
6. Additional work-water/sewer, additional fields completed, pavilions, added as funds are available

Respectfully Submitted,
Barry E. Hertzler
Director Public Works

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Department Director (Casey Armstrong)

ADMINISTRATIVE

Administrative Assistant (Amanda Thomas)

PERMIT INTAKE & PROCESSING

Permit Specialist II (Leslie Dodrill)

Permit Specialist I (Kelley Ann Weatherholtz)

BUILDING CODE ENFORCEMENT

Building Official (Joe Shifflett)

Building Plan Reviewer (Jay Carter)

Electrical Inspector (J.N. Riddel)

Electrical Inspector (Terry Derrer)

Inspector (Ricky Davis)

Building Inspector (James E. Campbell)

LAND DEVELOPMENT REVIEW

Development Plan Manager (Peter Kesecker)

PLANNING: SHORT- AND LONG-RANGE

Director of Planning (Rhonda Cooper)

Senior Planner (James May)

ZONING CODE ENFORCEMENT

Zoning Administrator (Diana Stultz)

Deputy Zoning Administrator (Diane Lepkowski)

Code Compliance Officer (Kelly Getz)

GEOGRAPHIC INFORMATION SYSTEMS

GIS Specialist (Mark Rathke)

GIS Technician (Kendrick Smith)

ENVIRONMENTAL SERVICES

Environmental Manager (Lisa Perry)

Environmental Inspector (Adam Hancock)

Environmental Inspector (Blake Barnes)

Vacant Positions- 10.5

Permit Specialist II

Permit Specialist I

Permit Specialist I- Part-time

Deputy Building Official

Building and Plumbing Inspector
Inspector

Plumbing Inspector

GIS Coordinator

Addressing Technician

Planner

Erosion & Sediment Control Administrator

BOARD ACTION REQUESTED

REQUEST TO WAIVE A PUBLIC HEARING (Rhonda Cooper)

The agent, Jen Surber, for SEGM VA LLC is requesting the amendment of several proffers involving the relocation of the community center and one apartment building due to stormwater management constraints and the location of an existing easement. Pursuant to Code of Virginia §15.2-2302.B, the Board may waive the requirement for a public hearing when a proffer amendment does not affect conditions of use or density.

SOLAR ENERGY ORDINANCE (Diana Stultz)

Dominion Power has filed a request with the County for a solar energy ordinance so they can begin work on a project. McBride Energy has also expressed interest in an ordinance to develop a solar energy farm. In order to draft a solar energy ordinance that includes all issues, Staff would like to form a committee of people who deal in solar energy as well as some who have worked on other ordinances. We would like to include Dominion Power, SVEC, McBride Energy, JMU ISAT, and EMU along with a couple of private individuals. Staff is asking for the Board's endorsement to create this committee and develop a solar energy ordinance.

PROJECTS AND REPORTS

HOUSE BILL 2 TRANSPORTATION PROJECT APPLICATIONS (Rhonda Cooper)

Staff has submitted applications for HB 2 funding of three road projects: Mayland Road (VA 259), South Valley Pike (U.S. 11), and Rawley Pike (U.S. 33). From October through January, projects from across Virginia will be screened and evaluated by the Office of Intermodal Planning and Investment (OIPI), VDOT, and the Department of Rail and Public Transportation (DRPT). In mid-January, the results will be presented to the Commonwealth Transportation Board (CTB) for its approval.

ROCKINGHAM BICYCLE ADVISORY COMMITTEE (RBAC) (Rhonda Cooper)

The RBAC will meet on October 15 to review the final draft of the Bicycle and Pedestrian Plan.

MPO & NON-MPO BICYCLE AND PEDESTRIAN PLANS (Rhonda Cooper)

The MPO Subcommittee and Rockingham Bicycle Advisory Committee is in the final review period of the Plan drafts. When this review is complete, the MPO TAC will forward the plan to the Policy Board, requesting that the Policy Board release it for public comment. The MPO and County Bicycle and Pedestrian Plans will be presented at a public meeting. The public meeting will be the citizens' and stakeholders' opportunity to review the draft plans and maps within an open house and formal presentation format.

PORT REPUBLIC RURAL VILLAGE GRANT PROJECT (Rhonda Cooper)

The Shenandoah Valley Network (SVN) and Community Alliance for Preservation (CAP) staff are using the summer and fall months to hold informal meetings with members of The Society of Port Republic Preservationists and other landowners in the Port Republic area to describe the planning process and to publicize upcoming community planning workshops. In January 2016, SVN and its consultant, Paradigm Design, will hold the first of three community workshops.

The SVN was awarded a Battlefield Protection Grant to study the potential for a Rural Village Overlay District for Port Republic. SVN has contracted with Paradigm Design to work with Port Republic's village and area landowners to develop the landowners' vision, then to develop guidelines to preserve special characteristics, and to develop a list of uses compatible with the traditional village and surrounding agriculture and battlefields. The resulting Rural Village Overlay District could become a general model for application in the County's other rural villages.

This grant was awarded by the National Park Service's American Battlefield Protection Program.

MPO SOUTH REGIONAL CORRIDOR STUDY (Rhonda Cooper)

The ad hoc committee is reviewing revisions to the MPO Route 11 South Regional Study. The MPO Policy Board tabled the original Study on June 21, 2012. The study encompasses part of the County; City; and the Towns of Bridgewater, Dayton, and Mt. Crawford; from Port Republic Road (City) to Dinkel Avenue and from Interstate 81 to Route 42.

FLOODPLAIN ORDINANCE AMENDMENT REGARDING MANUFACTURED HOMES (Lisa Perry)

Staff has had discussions with engineers and with representatives of the manufactured home sales interest to gather more information about locating manufactured homes in the floodplain. Discussions about specific wording and terminology have been productive.

PROJECTS AND REPORTS TABLED BY THE BOARD OF SUPERVISORS

NORTH VALLEY PIKE CORRIDOR STRATEGIC PLAN (Rhonda Cooper)

The Board tabled the North Valley Pike Corridor Strategic Plan (NVP Plan) on December 15, 2010. Staff recommends addressing reworking this Plan as part of the Comprehensive Plan revisions.

PLANNING COMMISSION ACTIONS

At the October 6 public hearing, the Commission considered the following items:

Item	Description	Comments/ Recommendations
OA15-187	An amendment to Chapter 17 (Zoning), Article 2, Definitions, to add the term "Live/Work" and to amend the definition of "Mixed-use structure" and to Article 6, Table 17-606, to add Live/Work as a permitted use with supplemental standards in R-4, R-5, MXU, PCD, PMR, and PID districts and to Section 17-607 to add supplemental standards for Live/Work and to Article 7, Table 17-702.05 to add Live/Work.	Approval; to be heard by the Board 11/18
OA15-188	An amendment to Chapter 17 (Zoning), Article 7, Table 17-702.05 to change parking requirements for Dwelling, duplex and Dwelling, single-family detached to require one space for an efficiency or one bedroom unit.	Tabled
OA15-241	An amendment to Chapter 17 (Zoning) Article 2, Definitions, to add Neighborhood Center and Article 4, Section 17-405.02 to require Neighborhood Centers to be no more than ten percent of the project area, Section 17-405.05 to rename Reserved and remove District Areas, and Section 17-405.06 to remove requirement for 20,000 square foot plaza in Neighborhood Center.	Approval; to be heard by the Board 11/18

COUNTY-INITIATED AMENDMENTS

1. Request and Reason: Through the investigation of a zoning violation, staff recognized the County had no accommodations for motorsports activities in the newly adopted Zoning Ordinance, so staff began working with the County Attorney to study an ordinance amendment to deal specifically with motorsports activities such as motorcycle, ATV, and go-cart tracks.

Status: A public hearing was held before the Planning Commission on May 5, 2015, with regard to motorsports courses. The Commission tabled the ordinance amendments and held a work session on June 2 at 4:30 p.m.

Action: At the Commission's August 4 meeting, the item was removed from the table and staff withdrew the proposed ordinance amendment, stating that staff planned to propose an outdoor recreation ordinance amendment, rather than one that addressed only motorsports activities.

UPCOMING PUBLIC HEARINGS

October 14, 2015

Board of Supervisors

6:00 p.m.

Agricultural & Forestal District

None

Special Use Permits

SUP15-158 Jonathan L. Rittenhouse, 5716 Singers Glen Road, Rockingham 22802 for an impound lot in conjunction with existing public garage and a waiver to the number of vehicles waiting repair or waiting to be picked up in association with the public garage on property located on the northeast of Singers Glen Road (Route 783) approximately 1100 feet southeast of Snapps Creek Road (Route 752), Election District 2. Tax Parcel #77-(A)-50D1 and a portion of 77-(A)-50D to be added to parcel 50D1.

SUP15-207 Walter W. Carr, III & Cindy H. Carr, 1380 Blackberry Lane, Rockingham 22802 for a wedding venue and event center (including seminars and retreats) on property located on the north side of Blackberry Lane approximately 240' north of Mt. Clinton Pike (Route 763), Election District #2, Zoned A-2. Tax Map #93-(3)-2B.

SUP15-214 Luba Vyhovskyy, 3073 N. Whitesel Church Road, Mt. Crawford 22841 requesting a waiver to supplemental standards to increase setback for accessory dwelling from 60' to 67.9' to convert an existing shed into an accessory dwelling on property located on the southeast corner of Whitesel Church Road (Route 681) and Pleasant Valley Road (Route 679), Election District #4, zoned A-2. Tax Map #89-(1)-3A1.

Rezoning

None

Ordinance Amendments

None

PRIORITY PROJECTS UNDERWAY BY STAFF

Projects	Lead Person	Status	Target Date
North Valley Pike Corridor Strategic Plan	Rhonda	Board tabled on 12/15/10. Plan elements to be addressed during Comprehensive Plan update.	2016
Rockingham Bicycle Advisory Committee (RBAC)	Rhonda	Next meeting is 10/15/15.	Ongoing

Ongoing Review/Tasks	Lead Person	Status
Deed Review	Diane	16 deeds in process as of 9/29/15: 3 pending review, 13 awaiting revisions
Violations	Kelly	49 active complaints, 16 cases pending legal action as of 10/6/15
Site Plans & Subdivisions	Pete	6 site plans and 2 subdivisions under review as of 10/2/15
Subdivision Ordinance Variances	Diana	0 requests under review, as of 10/2/15
Zoning Ordinance Variances	Diana	1 request under review, as of 10/2/15
Zoning Appeals	Diana	0 requests under review, as of 10/2/15
Home Occupation Permits	Diana	0 permit requests under review, as of 10/2/15
Home Business Permits	Diana	1 permit request under review, as of 10/2/15
Special Use Permits	Diana	9 permit requests under review, as of 10/2/15
Rezoning	Rhonda	2 rezoning requests under review, as of 10/7/15
Comprehensive Plan Amendments	Rhonda	0 request under review, as of 10/7/15
Permits and Fees Processed	Joe	667 total transactions for month of September 2015
Building Inspections	Joe	1311 inspections conducted during September 2015 (averaged 59.59 inspections per day)
Building Plans	Joe	24 plans under review, as of 10/7/15
Environmental (E&S/Stormwater) Plan Review	Lisa	17 plans under review as of 10/07/15, 11 awaiting permit issuance
Environmental Inspections	Lisa	416 inspections conducted in September

REQUESTS TABLED BY BOARD OF SUPERVISORS

SPECIAL USE PERMIT APPLICATION(S)					
Year Tabled	Date Tabled	File	Applicant	Request	Election District

REZONING REQUEST(S) and PLAN(S)					
Year Tabled	Date Tabled	File	Applicant	Request	Election District
2015	Sep 23	REZ15-127	Eddie Mozingo	To rezone 2.707 acres from General Residential District (R-3) to Planned Single Family District (PSF)	3
2015	Sep 23	REZ15-179	Binkley & Hurst	To rezone 10.871 acres from General Agricultural District (A-2) to General Business District (B-1)	2
2010	Nov 17	REZ10-97	Wayne Good	To rezone 1 acre from A2 (General Agricultural) to M1 (General Industrial) for a trucking business	3
2010	Dec 15	NA	North Valley Pike Corridor Strategic Plan	Endorsement of Corridor Strategic Plan for North Valley Pike area from Gravels Road to Vine Street and I-81 to Kratzer Road	2

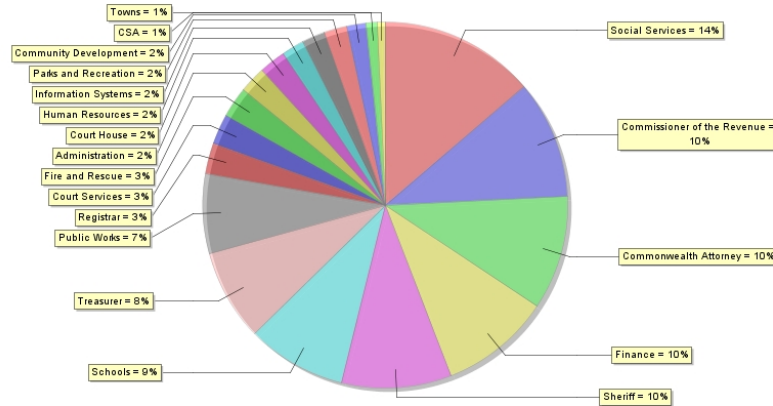
ORDINANCE AMENDMENTS					
Year Tabled	Date Tabled	File	Applicant	Request	
2015	May 13	OA15-102	None	Amendment to the Floodplain Ordinance which will repeal and re-enact Subsection 6D-4.2(B) by removing examples of acceptable anchoring methods; repeal Subsection 6D-4.3(D)(2), the effect of which will be to permit new manufactured homes in floodplains, subject to requirements elsewhere; and add to Subsection 6D-4.3(A) specific requirements for foundations for residential structures in floodplains and a definition of "residential structure."	

TECHNOLOGY DEPARTMENT STAFF REPORT

October 2015

MONTHLY HELP DESK TICKET SUMMARY BY DEPARTMENT

Total Number of Help Desk Tickets for August 2015: 307



NEW PROJECTS

Project	Associated Departments	Start Date	Projected End Date	Staff Assigned
Firewall at Three Springs Water Treatment Plant to allow remote SCADA Access	Public Works, Technology	10/01/2015	10 /31/2016	Michael Bowen, Dusty Moyer
CityView changes for Planning and ENS	Community Development, Technology, CityView staff	08/05/2015	01/31/2015	Michael Bowen, Michael Krone, Kerri Fitzgerald, Dan Frederick, Mark Zimmerman
CityView / GIS integration Fix	Community Development, Technology	11/01/2015	12/31/2015	Michael Bowen, Dusty Moyer, Michael Krone, Kerri Fitzgerald, Terri Perry
HRECC VPN Connection change/fix	Technology	10/12/2015	10/31/2015	Michael Bowen, Michael Krone, Terri Perry (Comcast Business to be installed at ECC, and coordination of City and County staff)

TECHNOLOGY DEPARTMENT STAFF REPORT

October 2015

PROJECTS

Project	Associated Departments	Start Date	Projected End Date	Update
Data Center Upgrade - Phase 3	Technology, All	8/1/2014	11/30/2015	Move of VDF and all staff folders, including County Shared directories to new server complete. Final Step is to demote server. ImageNow, Foray and Symantec are the only major systems remaining.
<p>2015 06 07 08 09 10 11 12 2015</p> <p>Today</p> <p>RecTrac and Webtrac Upgrade (Vendor issues yet to be resolved). Conference Call 9/3. 6/22/2015 - 11/7/2015</p> <p>CityView Upgrade (Moved to new server, waiting for schedule and cost of data fix. CV staff not available until after 9/8. 6/22/2015 - 11/5/2015</p> <p>IBRPlus (Final phase - Sunset server) 6/29/2015 - 10/31/2015</p> <p>Moved CIMS and CA Staff folders. Final step - demote server 7/6/2015 - 10/31/2015</p> <p>HelpDesk (Move Desktop Central Software (COMPLETE) 7/13/2015 - 8/14/2015</p> <p>Move Remit Plus and Remit Plus images from HelpDesk (COMPLETE) 7/20/2015 - 7/24/2015</p> <p>Migrate ADMINCTR to Datacenter (COMPLETE) 9/1/2015 - 9/30/2015</p> <p>Migrate Foray (assuming support paid by Sheriff) 10/1/2015 - 10/30/2015</p> <p>Migrate ImageNow (Shut down HelpDesk and RCACDOCS) 11/1/2015 - 12/31/2015</p> <p>Upgrade ADMINCTR to Server 2012 and move Symantec Endpoint (ISTOOLS) 10/12/2015 - 12/31/2015</p>				
Munis Financials Implementation and upgrade to 10.5	County & Schools Finance and Technology	2/28/2013	10/31/2015	Schedule after end of year entries.
Munis Human Resources & Payroll Implementation	County & Schools Finance, Payroll and Human Resources	4/1/2014	12/31/2015	Applicant Tracking for HR to begin in September. Implementation will wait until after upgrade to 10.5
Credit Card Payments for CityView	Community Development, Technology, Harris	5/27/14	12/31/2015	Contacting Sturgis to add to current system. Delayed due to other Community Development projects
Evaluation and continuation of ImageNow Document Imaging project	Technology	6/4/2014	6/30/2016	Must upgrade to different component as yet undetermined to replace eCopy machines
Custom Reports for Munis	Technology	7/20/2014	Ongoing	Continuing to prioritize and create reports
Fix problems created by RecTrac/WebTrac Upgrade to new version and server	Recreation/Technology	09/01/2015	12/31/2015	Continuing to work with RecTrac and apply patches

TECHNOLOGY DEPARTMENT STAFF REPORT
October 2015

SharePoint project	Technology/Economic Development	11/5/2014		ON HOLD
Develop expanded Internet Access and Mobile Device Use policy	Technology	8/1/2014		ON HOLD
Dual Authentication for DSS wireless	Technology/VITA/VDSS	2/20/2015	12/31/2015	Waiting for answer from VDSS. Change in personnel there has delayed progress.
Clerk of Court computers	Technology/Supreme Court/Clerk of Court	11/01/2014	12/01/2015	Test computer onsite. Delayed by other projects. Working with Supreme Court on solution for one application.
Social Services Office 2013 Installation	Technology/Social Services	3/25/2015	8/31/2015	DSS delayed due to security issues. Working on a fix.
Social Services Laptop Encryption Mandate by State	Technology/Social Services	3/25/2015	ON HOLD	Delayed, working with VDSS
Thomas Brothers Check Import process for Munis	Technology/Thomas Brothers	12/1/2014	10/31/2015	Working on new solution.
Selection of solution(s) to replace DaPro software	Technology/Administration/RCSO/ECC/Court Services/Fire & Rescue	4/1/2015	7/1/2017	Beginning to look at options.
Completion of change in Personal Property programs to correctly bill for change in tax rates	Technology/ Commissioner of Revenue	05/01/2015	10/01/2015	Minor adjustments being made ahead of billing
New Software for Records and Imaging for Clerk of Court	Clerk of Circuit Court, Technology	07/01/2015	3/31/2017	First Project meeting held
New 40" Wall-Mount Monitors and associated hardware for Bluebeam software and plan review	Community Development, Maintenance, Technology	08/01/2015	TBD	

TECHNOLOGY DEPARTMENT STAFF REPORT
October 2015

CityView / GIS integration Fix	Community Development, Technology	10/13/2015	TBD	Phone call with Timmons scheduled
Potential In-House Development for Service Indicators	Technology, All	07/28/2015	TBD	Evaluating solutions
Change in Treasurer and State Tax in-house systems to allow for electronic submittal of paid estimated taxes	Technology, Commissioner of Revenue, Treasurer	08/04/2015	12/31/2015	Majority of work complete

Applications have been reviewed and interviews are scheduled for the new PC Network Technician position.

Respectfully submitted,

Terri M. Perry
Director of Technology

1. Personnel

- A. The department currently has one employee on light duty and one employee on FMLA.

2. Prevention Division Activities: Capt. Joe Mullens, Lt. Todd Spitzer, Lt. Karen Will and Wes Shifflett**A. Plan Review**

1. Alternative Fire Suppression System - 0
2. Building - 0
3. Commercial Cooking Suppression - 3
4. Emergency Evacuation - 0
5. Fire Alarm - 0
6. Fire Detection/Alarm – 1
7. Fire Protection - 2
8. Fire Pump - 0
9. Flammable/Combustible Liquid Spray Booth - 0
10. Hazardous Materials - 0
11. Mechanical - 1
12. Private Fire Service Mains & Private Water Tank System - 0
13. Rezoning - 0
14. Site Plan - 4
15. Special Entertainment - 0
16. Special Use - 0
17. Standpipe - 0
18. Plan Review That Has Exceeding Fourteen Day Reaction Time
 - a. All plan reviews are within noted reaction time
19. Plan Review Fees Generated - \$ 3,936.00

B. Consultation

1. Building - 7
2. Certificate of Occupancy - 0
3. Explosives/Fireworks - 0
4. Fire Protection – 2
5. Open Burning - 0
6. Permit - 0
7. Site – 3
8. Special Use/Rezoning - 1
9. Code Research - 0
10. Emergency Planning/Evacuation – 0

- C. Inspections
 - 1. Acceptance Testing – 9
 - 2. Assisted Living – 1
 - 3. Certificate of Occupancy - 3
 - 4. Daycare/Preschool - 3
 - 5. Dry Hydrant - 0
 - 6. Explosives - 1
 - 7. Fire Code - 28
 - 8. Fire Detection/Alarm - 0
 - 9. Fire Protection - 2
 - 10. Fireworks - 2
 - 11. Hazardous Materials - 0
 - 12. Land Division/Private Lane - 0
 - 13. Nursing - 0
 - 14. Open Burning - 1
 - 15. Private School - 5
 - 16. Public School - 0
 - 17. Re-Inspection - 45
 - 18. Safe School Audit - 1
 - 19. Tent - 4
 - 20. Inspection Not Completed/Had to be rescheduled
 - 1. N/A
 - 21. Inspection Fees Generated -\$ 640.00
- D. Operational Permits Issued
 - 1. Open Burning - 172
 - 2. Fireworks
 - a. Sales - 0
 - b. Display - 1
 - 3. Explosives
 - a. Storage - 1
 - b. Use – 0
 - 4. Bon Fire - 0
 - 5. Permit Fees Generated - \$320.00
- E. Incident Responses and Disposition
 - 1. Structure Fires
 - a. Accidental - 4
 - b. Incendiary - 1
 - c. Undetermined - 0
 - d. Under Investigation – 2

2. Vehicle Fires
 - a. Accidental - 0
 - b. Incendiary - 0
 - c. Undetermined - 0
 - d. Under Investigation – 0
 3. Brush/Grass Fires
 - a. Accidental - 1
 - b. Incendiary - 0
 - c. Undetermined - 0
 - d. Under Investigation – 0
 4. Open Burning
 - a. Authorized - 0
 - b. Unauthorized - 7
 - i. Notice of Violation - 5
 - ii. Summons - 2
 5. Bomb Threats - 0
 6. Fireworks Violations - 1
 7. Fire Lane
 - a. Tickets Issued - 0
 - b. Warnings Issued - 1
 8. Explosives - 0
 9. Follow-up Investigation - 3
 1. Total Number of Hours – 24
- F. Public Education
1. Prevention Programs
 1. Smoke Detectors Installed - 12
 2. Smoke Detectors Checked - 0
 3. Fire Extinguisher Presentations - 0
 - i. Number of Participants – 0
 4. School Program Presentations - 26
 - i. Number of Participants - 100
 5. Other Program Presentations - 3
 - i. Number of Participants - 114
 6. Presentation of Education Materials Events – 3
 - i. Number of Participants – 650
- G. Training
1. Fire Inspector Related Training
 - a. Number of Participants - 2
 - b. Number of Contact Hours -80

2. Fire Investigator Related Training
 - a. Number of Participants - 7
 - b. Number of Contact Hours - 3
 3. Public Education Related Training
 1. Number of Participants - 1
 2. Number of Contact Hours - 2
- H. Fire and Life Safety Division Comments/Notes
1. Captain Mullens coordinated and assisted with a field trip for the 1031 Fire Inspector course to learn about fire protection systems.
 2. Lieutenant Will attended a 2 day Fire & Life Safety Conference in Roanoke, VA
 3. Assistant Fire Marshal Workman and Jessup are attending the 1031 Fire Inspector Course.
- 3. Training Division: Battalion Captain Joe Morris, Lt. Steve Powell, Lt. Bryan Smith, and Lt. Jolene Powell**
- A. Continued Education Training Provided
1. Singers Glen Fire Department EMS CE's
 - a. Number of Participants - 5
 2. Broadway Fire Department EMS CE's
 - a. Number of Participants – 4
 3. Bridgewater Fire Department EMS CE's
 - a. Number of Participants – 4
 4. MERCK EMS CE's
 - a. Number of Participants – 10
 5. Fire Training for the month was Pump Testing
 - a. Number of Participants – 32
 6. Hazmat Training for the month was 9 Step Decon
 - a. Number of Participants – 32
 7. EMS Training for the month was Trauma
 - a. Number of Participants - 52
- B. Meetings and Training
1. Evaluator Briefing for Airport Drill
 2. CPR Training
 - a. Total of 1 class with 7 participants
- C. Certification Training Provided

1. Started Instructor I Class
 - a. Number of Participants - 16
 2. MTC Fire and Rescue Classes
 - a. Number of first year students – 16
 - b. Number of second year students - 14
 3. Continued EMT Class
 - a. Number of Participants - 25
- D. Other Activities
1. Ran Duty Officer September 21st – 27th
 2. Pump Tested C40, S41, and C30 Engines and Tankers
 3. Attended the Drill at VDACS

Respectfully submitted by,

Chief Jeremy C. Holloway



STAFF REPORT
October, 2015

Agenda Item#

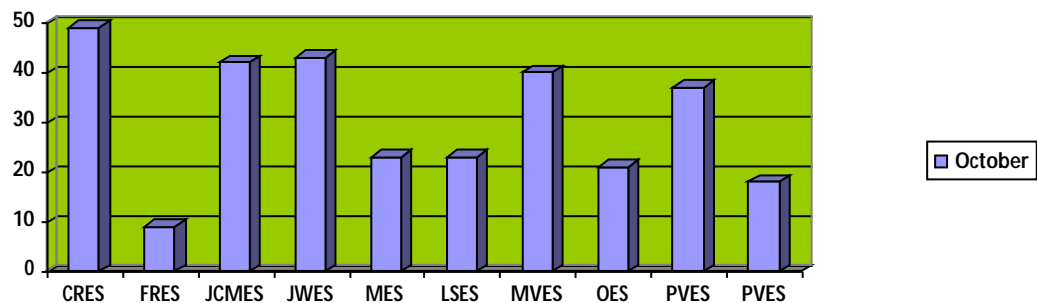
1. PERSONNEL

A. Parks & Recreation: All full-time positions are filled.

2. RECREATION

A. Recreation:

1. The Parks and Recreation Commission met on September 24, 2015 at 6:30pm.
2. The Albert Long Park bid was awarded to Partners Excavating. Staff has held pre-construction meetings with Partners, Community Development and Public Works.
3. The Albert Long Park groundbreaking was held on Wednesday, September 23rd. Close to 100 people attended the groundbreaking ceremony.
4. The After School Program numbers for September. Currently there are 451 children registered in the After School Program.



5. Football season is going well. Weather has been a factor, with the rain. The season is scheduled to end by October 17.
6. Adult softball has had weather related cancellations and scheduled to conclude late October. Adult women's volleyball will be ending the first week of November.
7. Youth upcoming sports include: girls basketball. Registration numbers for girls basketball are 80 TA district, 54 Broadway district, and 75 in Spottswood district: SVU partnership for recreation soccer is going well. Fall numbers for SVU Recreation soccer is: TA area 175, Spottswood Area 104, Broadway area 60, Total in county 339.

8. The Foundation committee held its first annual meeting on Monday, September 21st. Officers were elected: Rick Chandler as Chairman and Glenn Wayland elected as Vice Chairman.
9. Kathy met with Cross Keys/ Mill Creek Ruritans about Albert Long Park and ways they can help.
10. Kathy and Bart will be speaking to several JMU classes on October 6 and 7 about the Albert Long Park.
11. Recreation Programs for the month of September with registration numbers are:
 - Bergton Community Center, 5 rentals
 - Singers Glen Community Center, 13 rentals
 - PDCC paying rentals, had 29
 - PDCC non-paying rentals, had 40
 - Concealed Handgun, 8 participants
 - Understanding Medicare, 7 participants
 - Herbal Remedies part 2, 3 participants
 - Boating Safety, 5 participants
 - Cheerleading, 223 participants
 - Tackle Football, 327 participants
 - Flag Football, 110 participants
 - Women's Volleyball, 16 teams
 - Men's Softball, 15 teams
 - Coed Softball, 6 teams

Mini Bus Trips:

- Taste of the Mountains, 13
- Mountain Heritage Festival, 14
- Note: other trips were offered but cancelled due to weather.

Charter Bus Trips:

- NASCAR, 32

9. Staff has been busy during the month of September with field work for football, flag football and soccer programs. Staff are also currently working on their winter programs to be offered January through early April. Most of the staff was able to attend the ground breaking ceremony of the Albert Long Park. Pictures can be found on the Parks and Recreation Facebook page. We also thank those who assisted with making the ground breaking event successful. Staff is working closely with the Recreation Commission in developing a web page for donation to the Albert Long Park.

Respectfully submitted,
Kathy McQuain
Director of Parks & Recreation

1. Personnel

A. All positions filled

Director
Administrative Assistant
Senior Pretrial Officer
Pretrial Officer (two full-time)
Pretrial Evaluator
Probation Officer (three full-time/one part-time)
Litter Control Supervisor (part-time)
CIT Coordinator

2. Litter Control Program

A. Bags Collected for September 2015 – 216

Roads/areas cleaned: County Administration Center, Rockingham County Landfill, Albert Long Park, Shooting Range, Naked Creek Rd, Blose Rd, Brush Rd, Kratzer Rd, Rt. 11, Pleasents Dr, Greendale Rd, Grassy Creek, Osceola Rd, Spaders Church Rd.

3. Community Corrections

A. Probation

1) Caseload for September 2015
Misdemeanor caseload – 414
Felony caseload – 6

B. Pretrial

1) Caseload for September 2015
Misdemeanor caseload – 70
Felony caseload – 127

4. CIT – Crisis Intervention Team

A. The CIT Taskforce continues to meet on a monthly basis. The next 40 hour training will be held on October 26-30.

5. RE-Entry Council

A. The Re-Entry Council meets on a quarterly basis. The next quarterly meeting is scheduled for October 8, 2015. The sub-committees meet once per month to discuss ways to integrate offenders back into our community.



Community Development Special Use Permit Report SUP15-158

Meeting Date: October 14, 2015

Applicant	JONATHAN L. RITTENHOUSE
Mailing Address	5716 SINGERS GLEN ROAD, ROCKINGHAM 22802
Property Address	SAME
Phone #/Contact	867-5023
Tax Map Id	77-(A)-50D1
Zoning	A2
Requested Use	IMPOUND LOT AND WAIVER TO NUMBER OF CARS ALLOWED WAITING REPAIR OR WAITING TO BE PICKED UP AFTER REPAIR
Location	NE SIDE OF SINGERS GLEN ROAD (ROUTE 763) APPROXIMATELY 1100 FEET SE OF SNAPPS CREEK ROAD (ROUTE 752)
Acreage in parcel	2
Acreage in request	.858
Election District	2
Comprehensive Plan	AGRICULTURAL RESERVE

Board of Supervisors

PLACING CONDITIONS ON THE REQUEST IS NEITHER A RECOMMENDATION FOR APPROVAL OR FOR DENIAL. IT IS SIMPLY STATING THAT IF APPROVED, THESE ARE THE MINIMUM CONDITIONS THAT SHOULD BE PLACED ON THE PERMIT. IF APPROVED, THE BOARD OF SUPERVISORS MAY CHANGE THESE CONDITIONS OR ADD NEW CONDITIONS AS DEEMED NECESSARY.

If the request is approved by the Board, as a minimum the following conditions should apply:

1. Use shall be located in substantial accordance to plot plan submitted with the application.
2. The impound lot shall be located behind the building and running to the right-of-way on the eastern property line.
3. The impound lot shall be fully fenced from view of the road and adjoining properties with a fence approved by the Community Development Department.
4. The impound lot shall be used for impounded vehicles only and not for junked or wrecked vehicles to be used for parts.
5. In accordance with County Code, no vehicle on the impound lot shall be located there for more than 180 days.
6. No impounded vehicle shall be kept outside the fenced impound lot.
7. Conditions placed on the 1999 special use permit and the 2004 special use permit shall remain in effect except that the condition regarding the number of vehicles will be void if waiver is approved.
8. There shall be no increase in the number of employees originally approved by the Health Department for this business.
9. There shall be no parking of vehicles, whether customer vehicles or impounded vehicles on the

septic system.

GENERAL INFORMATION

SUBMISSION JUSTIFICATION:

Table 17-606 allows for special use permit application for impound lots in association with a public garage in the A-2 zoning district.

BACKGROUND

Applicant obtained a special use permit in 1999 for a public garage. In 2004 he obtained a special use permit for an addition to the public garage. With both of these special use permits, he was limited to no more than five (5) customer vehicles.

EXISTING SPECIAL CONDITIONS:

Adjoining Properties and Special Uses

Direction From Site	Zoning	Request	Decision
North	A2	None	
East	A2	None	
South	A2	None	
West	A2	None	

COMPREHENSIVE PLAN

According to the Comprehensive Plan, this property is in agricultural reserve.

ZONING AND EXISTING LAND USE

Adjoining Properties and Uses

Direction From Site	Zoning	Existing Land Use
North	A2	Home site on 3.5 acres
East	A2	Home site, pasture, poultry houses
	A2	Vacant
South	A2	Home sites on small lots
West	A2	Home site on small lot
	A2	Home site, pasture, wooded

STAFF AND AGENCY ANALYSIS

UTILITIES

Health Department

The applicant will need to make sure that the existing sewage disposal system is not being used for more than it was designed for. If the existing system is designed to accommodate fewer employees than the application indicates the applicant will need to work with a designer to expand or modify the sewage disposal system to accommodate the current business size (the health department would need to issue a permit for any modifications). Records of the existing system can be obtained at the Harrisonburg-Rockingham Health Department. The applicant will also need to ensure that a private well is not used to serve "25 or more persons 60 days or more a year" which is the trigger for regulation as a waterworks. If the impound lot and additional parking of cars will not increase the number of employees, and will not result in parking on top of the septic system then the only concern is that the applicant not exceed the existing sewage system design flow.

ENVIRONMENTAL

Zoning Administrator - Floodplain

According to FEMA maps, the property is not located within the 100-year floodplain.

PUBLIC FACILITIES

Emergency Services

The property is in the response area of the Singers Glen Fire Department and the Singers Glen Rescue Squad. Emergency Services has no concerns with this request.

Sheriff's Department

No concerns with this request.

Building Official

No comments as this request does not impact the building. It only involved the impound lot and number of vehicles.

TRANSPORTATION

VDOT – Road Conditions

The subject property fronts Route 763 (Singers Glen Road). The existing entrance currently serving the garage is adequate for the proposed change in use.

VDOT – Traffic Impact Analysis

N/A

SUMMARYConsiderations:

1. There has been an existing public garage on the property since 1999.
2. There are no buildings impacted by this use.
3. This request is to add an impound lot to the property and to allow a waiver to the number of vehicles that may be on the property awaiting repair or waiting to be picked up.
4. There can be no parking of vehicles on the septic system.
5. There shall be no increase in the number of employees above what was originally approved by the Health Department.
6. VDOT stated the existing entrance is adequate for this increased use of the property.
7. Neither Fire & Rescue nor the Sheriff's Department have concerns with this request.
8. The request for the impound lot meets the supplemental standards set forth in the Code as there is a public garage associated with the request.
9. If approved, as requested, the Board would be approving unlimited number of customer vehicles awaiting repair or waiting to be picked up to be located on the property. If the Board does not approve that waiver or if the Board elects to put a number of vehicles allowed, Condition #7 will have to be changed.

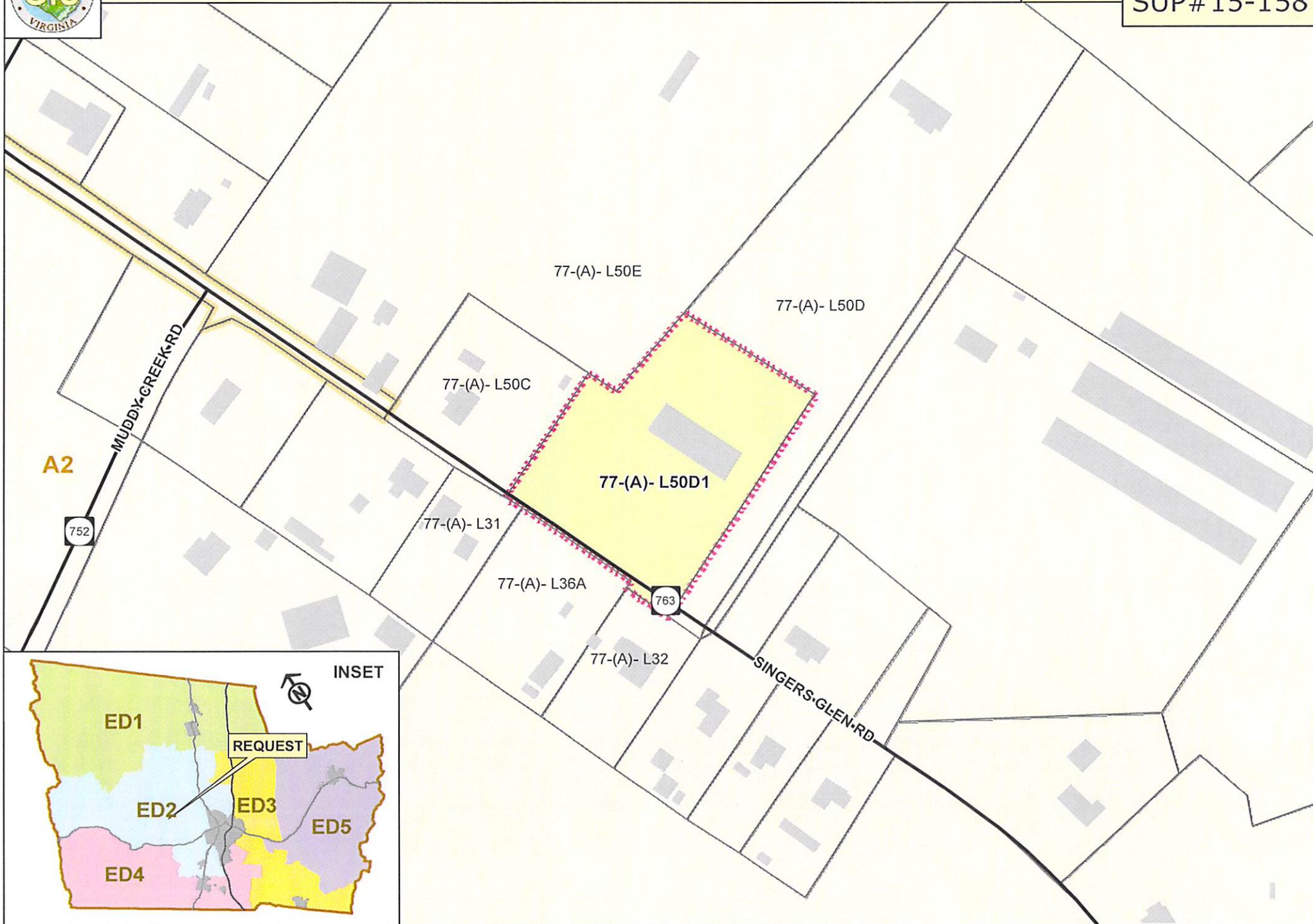


Jonathan L Rittenhouse Special Use Permit Request



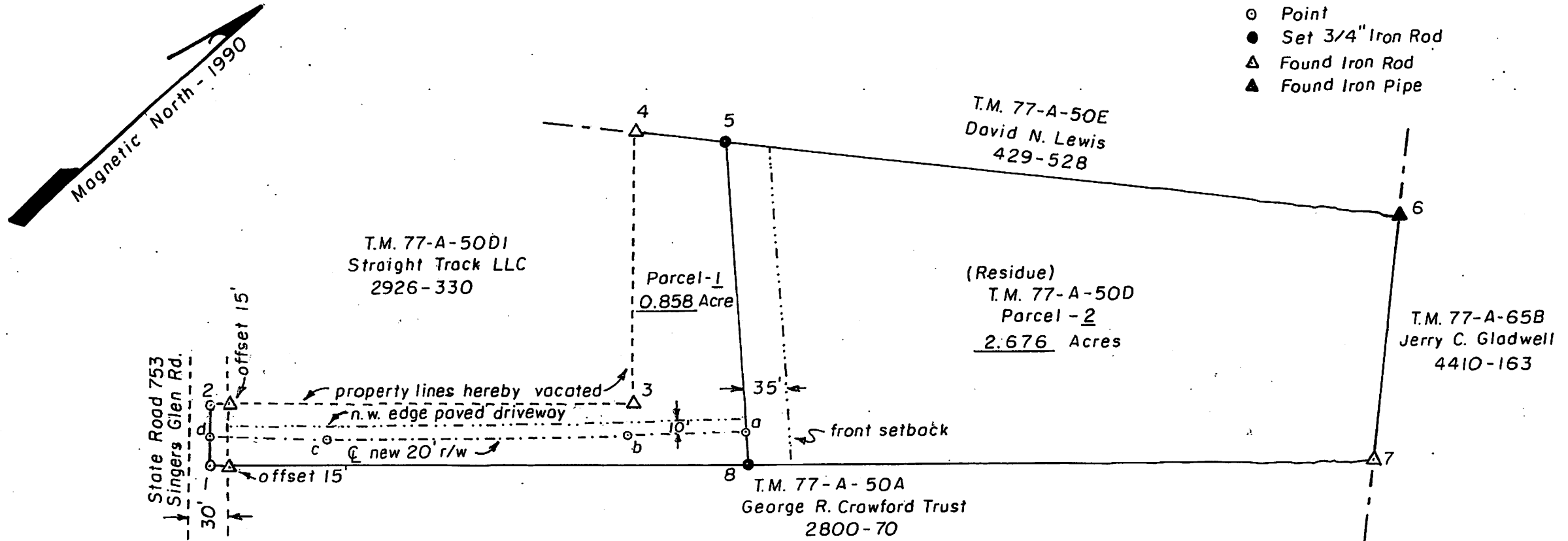
10/14/2015

SUP#15-158



Legend

- Point
- Set 3/4" Iron Rod
- △ Found Iron Rod
- ▲ Found Iron Pipe



DIVISION OF STRAIGHT TRACK LLC LAND

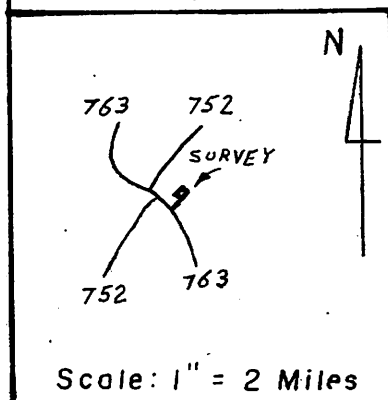
LOCATED AT 5688 SINGERS GLEN ROAD (STATE ROAD 753) IN
CENTRAL DISTRICT, ROCKINGHAM COUNTY, VA.

SCALE: 1" = 100 FT.



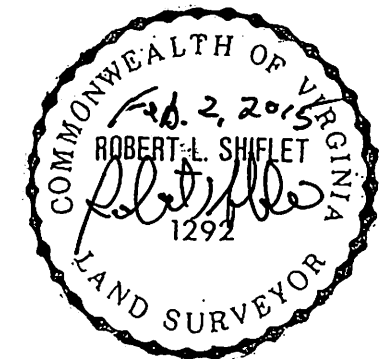
SURVEYED FEBRUARY 2, 2015
LAND COVERED IN D.B. 3934
PG. 238

Vicinity Map



I Hereby Certify That The Plat
Shown Hereon Is A True Representation
Of A Survey Actually Made On The
Ground Under My Supervision And
To The Best Of My Knowledge And
Belief Is Correct.

Given Under My Hand This 2nd.
Day Of February, 2015



HILL & SHIFLET, Inc.
Land Surveyors
Dayton, Va.

Division Of Straight Track LLC Land

Parcel-1

1-2	N. 50 02 06 W.	48.09 ft.
2-3	N. 39 35 59 E.	338.20 ft.
3-4	N. 50 24 01 W.	215.52 ft.
4-5	N. 46 13 33 E.	71.00 ft.
5-8	S. 55 19 17 E.	256.36 ft.
8-1	S. 39 35 59 W.	431.02 ft.

Parcel-2

6-7	S. 44 41 49 E.	193.50 ft.
7-8	S. 39 35 59 W.	500.01 ft.
8-5	N. 55 19 17 W.	256.36 ft.
5-6	N. 46 13 33 E.	544.87 ft.

Centerline New 20 ft. Right Of Way

a-b	S. 37 05 44 W.	94.53 ft.
b-c	S. 38 39 36 W.	241.02 ft.
c-d	S 42 02 17 W.	92.23 ft.
8-a	N. 55 19 17 W.	27.60 ft. (tie)
1-d	N. 50 02 06 W.	23.31 ft. (tie)

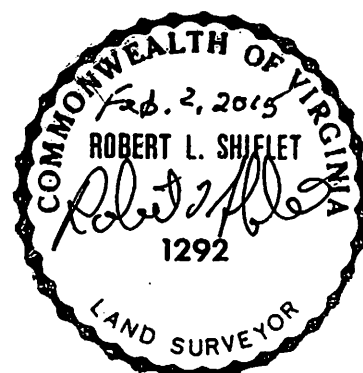
Zoning Notes

Parcel-1 contains no dwellings and is a new division of tax map 77-A-50D to be attached to tax map 77-A-50D1 as an adjoining transfer exempt by subdivision ordinance 16-9a and the combined parcels shall be treated as one parcel.

Parcel-2 contains one dwelling and will be the residue of tax map 77-A-50D.

There are no buildings within 35 ft. of new division line.

Land is not in a 100 year flood zone. Zoned A-2



[illegible]





Community Development Special Use Permit Report SUP15-207

Meeting Date: OCTOBER 14, 2015

Applicant	WALTER W. CARR, III & CINDY H. CARR
Mailing Address	1380 BLACKBERRY LANE, ROCKINGHAM 22802
Property Address	SAME
Phone #/Contact	432-1385 OR 271-5111/CINDY CARR
Tax Map Id	93-(3)-2B
Zoning	A2
Requested Use	WEDDING VENUE AND EVENT CENTER (INCLUDING, BUT NOT LIMITED TO, SEMINARS AND RETREATS) INCLUDING THE FOLLOWING WAIVERS TO THE SUPPLEMENTAL STANDARDS: (1) THAT IT MUST BE IN A RESIDENCE OR ON PROPERTY THAT HAS A RESIDENCE ON IT, AND (2) THAT THE OWNER MUST LIVE ON THE PROPERTY
Location	NORTH SIDE OF BLACKBERRY LANE (PRIVATE) APPROXIMATELY 240' NORTH OF MT. CLINTON PIKE (ROUTE 763)
Acreage in parcel	5
Acreage in request	SAME
Election District	2
Comprehensive Plan	AGRICULTURAL RESERVE

Board of Supervisors

PLACING CONDITIONS ON THE REQUEST IS NEITHER A RECOMMENDATION FOR APPROVAL OR FOR DENIAL. IT IS SIMPLY STATING THAT IF APPROVED, THESE ARE THE MINIMUM CONDITIONS THAT SHOULD BE PLACED ON THE PERMIT. IF APPROVED, THE BOARD OF SUPERVISORS MAY CHANGE THESE CONDITIONS OR ADD NEW CONDITIONS AS DEEMED NECESSARY.

If the request is approved by the Board, as a minimum the following conditions should apply:

1. Use shall be located in substantial accordance to plot plan submitted with the application.
2. As required by the Building Official, applicant shall obtain an evaluation of the structure from a RDP (Architect or Engineer) to determine if alterations will be required.
3. A change of use building permit shall be obtained to convert to an event center.
4. If kitchen or cooking areas are used to prepare food, those areas will have to meet all applicable code requirements for a commercial kitchen.
5. Should applicant provide food, a permit shall be obtained from the Health Department.
6. Applicant shall meet VDOT's requirements regarding upgrades to the existing entrance. A copy of permit to upgrade shall be submitted to the Community Development Department prior to obtaining a change of use building permit.
7. This approval includes waivers to the supplemental standards requiring the owner to live on the property and a residence to be on the property.
8. This permit is contingent upon a site plan being submitted to and approved by the County. No work shall be done on the property and the business shall not begin operation until such time as the site

plan is approved.

9. Any on-premise advertising sign associated with this business shall comply with the Rockingham County Code.
10. There shall be no off-premise signs permitted unless all County and State regulations are met.
11. Parking shall comply with the Rockingham County Code.
12. All regulations of Fire Prevention Code shall be met.
13. The owners shall be present on the property at any time an event is taking place.
14. This permit is contingent upon the applicant obtaining approval from either the City of Harrisonburg for utility services or from the Health Department for upgraded sewage disposal and a regulated well.
15. Whether served by the City or by the Health Department, a copy of the approval shall be submitted to the Community Development Department prior to obtaining a change of use permit.
16. The required work for the utilities, whether through the City or through the Health Department, shall be completed prior to continued use of the building as an event center and prior to issuance of a certificate of occupancy.
17. The business shall not begin operation until a certificate of occupancy is issued by the County. No certificate of occupancy shall be issued until all other conditions of this permit are met.

GENERAL INFORMATION

SUBMISSION JUSTIFICATION:

Table 17-606 allows for special use permit application for event centers in the A2 zoning district with the following supplemental standards:

- A. The event center shall be located within a residence or in a building on the same parcel as a residence.
- B. The owner or manager shall live on the property and shall provide full-time management of the establishment.
- C. Hours of operation shall be limited to 6 a.m. to 11:00 p.m.

BACKGROUND

A church was built on the property in 1994. The property has been in the ownership of three churches, but in 2013 was put in the name of the applicants. According to notes on the real estate card, it no longer qualifies for tax exemption as it is not owned by a church, and in the last assessment, it appeared to be vacant.

The applicants stated that they hold church there on Tuesday nights, and it is available the remainder of the time for events.

EXISTING SPECIAL CONDITIONS:

None

Adjoining Properties and Special Uses

Direction From Site	Zoning	Request	Decision
North	A2	None	
East	R2	None	
South	A2	Off-premise Advertising Sign Off-premise Advertising Sign	Approved 2/22/95 Approved 2/23/2005
West	A2	None	

COMPREHENSIVE PLAN

According to the Comprehensive Plan, this property is in agricultural reserve.

ZONING AND EXISTING LAND USE

Adjoining Properties and Uses

Direction From Site	Zoning	Existing Land Use
North	A2	Home site
East	R2	Shands Hill Estates
South	A2	Apartments
West	A2	Home site

STAFF AND AGENCY ANALYSIS

UTILITIES

Health Department

The applicant indicates that public water and sewer will serve the property. If public utilities serve, the local health department has no concerns provided the applicant is not planning to provide food service. If the applicant desires to provide food services, a permit will be needed from the Harrisonburg-Rockingham Health Department.

Public Works

Applicant states the property will be served by public water and sewer which is to be provided by the City of Harrisonburg. The applicant needs to submit a request for service through both the City and County for approval of the services. At this point in time, Public Works is not aware of any approvals from the City of Harrisonburg for this property.

City of Harrisonburg

No confirmation had been received from the City of Harrisonburg as of the date of the writing of this report. However, in an email from Meranda Lokey from the City, she stated she had no reason to believe that the site would not be approved for water and sewer services, but she could not be 100% certain until the review is complete. If an updated report is received from the City, it will be forwarded on to the Board.

In a later copy of an email from Dave Gray to William Moore, the statement was made that "as this application is for a use other than single-family residential, it will require review by the City's Planning Commission and City Council for final approval".

ENVIRONMENTAL

Zoning Administrator - Floodplain

According to FEMA maps, the property the property is not located within the 100-year floodplain.

PUBLIC FACILITIES

Emergency Services

The property is in the response area of the Hose Company #4 and Harrisonburg Rescue Squad. All new construction for this request must meet the requirements of the Rockingham Fire Prevention Code.

Sheriff's Department

Appears to be close to the residences on Lincolnshire, noise issues?

Building Official

(1) We will need an evaluation of the structure by a RDP (Architect or Engineer) to determine maximum occupant load travel distances for egress, etc., based on the information provided the building may require alteration as follows but not limited to: Handicap accessible restrooms, water fountain, panic hardware on egress doors, fire separation and handicap access to the building from parking area(s).

(2) Kitchen or cooking areas if used to prepare food will have to meet all applicable code requirements for a commercial kitchen.

Note: The structure may be in compliance due to the fact that its original use was assembly. The determination will be made by this department after an evaluation and review of submitted plans are complete.

TRANSPORTATION

VDOT – Road Conditions

The subject property fronts Blackberry Lane, a private roadway that connects to Route 763 (Mt. Clinton Pike). Rt. 763 is functionally classified as a Rural Major Collector and has an average daily traffic of 5,100 vpd according to 2014 counts. The existing entrance appears to serve multiple parcels and will be required to meet the commercial entrance standards in accordance with Appendix F of the VDOT Road Design Manual (Fig. 4-8, Commercial Entrance to Serve a Private Subdivision Street). The existing entrance tie to the roadway pavement is low and there is evidence of scrape marks in the pavement and erosive stormwater. When the entrance is upgraded, the geometry and grade will have to meet current standards and a pipe culvert will need to be installed. VDOT will require a plan for the entrance prior to permitting, which may accompany any County-required site plan. VDOT has only reviewed the access to Rt. 763; the applicant must obtain separate permissions, if necessary, across any other private property owners.

VDOT – Traffic Impact Analysis

N/A

SUMMARY

Considerations:

1. This is the result of a zoning violation. Applicant told staff that as it had been used as a church (and still may be on Tuesday evenings); they felt it could be used for other events.

2. The building has mainly been used for weddings, but in the request the applicant is asking for an event center, which would not limit it to weddings. This would allow for the seminars and retreats mentioned by the applicant and would also allow for other types of events.

3. Applicant indicated that the property is on City utilities. As of the time of writing of this report, the City has not officially accepted this property onto City utilities. Therefore, Condition #14 makes the use contingent upon being either on City utilities or meeting Health Department requirements. Condition #15 & #16 go into detail of completion of these utilities with regard to whichever agency they are on. If there is definite approval from the City prior to the hearing, those conditions will be changed.

4. VDOT will require upgrades to the existing entrance. A permit shall be obtained and submitted to Community Development prior to obtaining any permits.

5. The Building Official will need an evaluation from an Architect or Engineer to determine maximum occupancy load as well as other pertinent information.

6. In advertising, the applicant advertises a kitchen. If the kitchen is used to prepare food, all code requirements of a commercial kitchen will have to be met.

7. There is currently little defined parking on the property. If approved, the applicant will have to submit a full site plan that shows parking and that meets all requirements of the County, City (for utilities) and VDOT.

8. Applicant has requested a waiver to the requirement that there be a residence on the property and that the owner must live on the property.

9. Due to the type of structure that is located on the property, staff can support the waiver. The intent of that waiver was to keep someone from constructing a large commercial building on vacant land in the agricultural district for an event center. Additionally, the requirement for the owner to live on the property was to assure that the owner was present to make sure all requirements were met.

10. According to the County Code, in granting a special use permit, the Board should find the following:

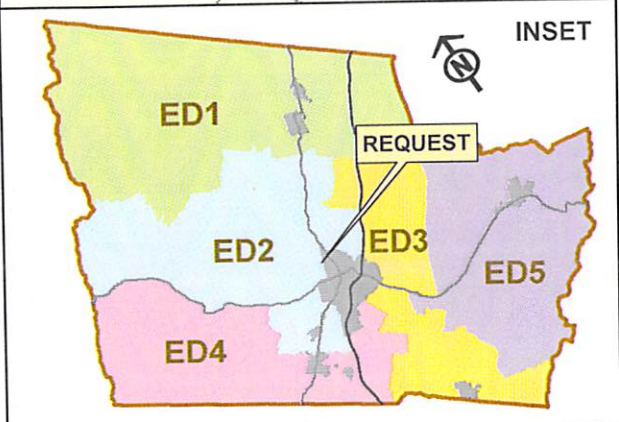
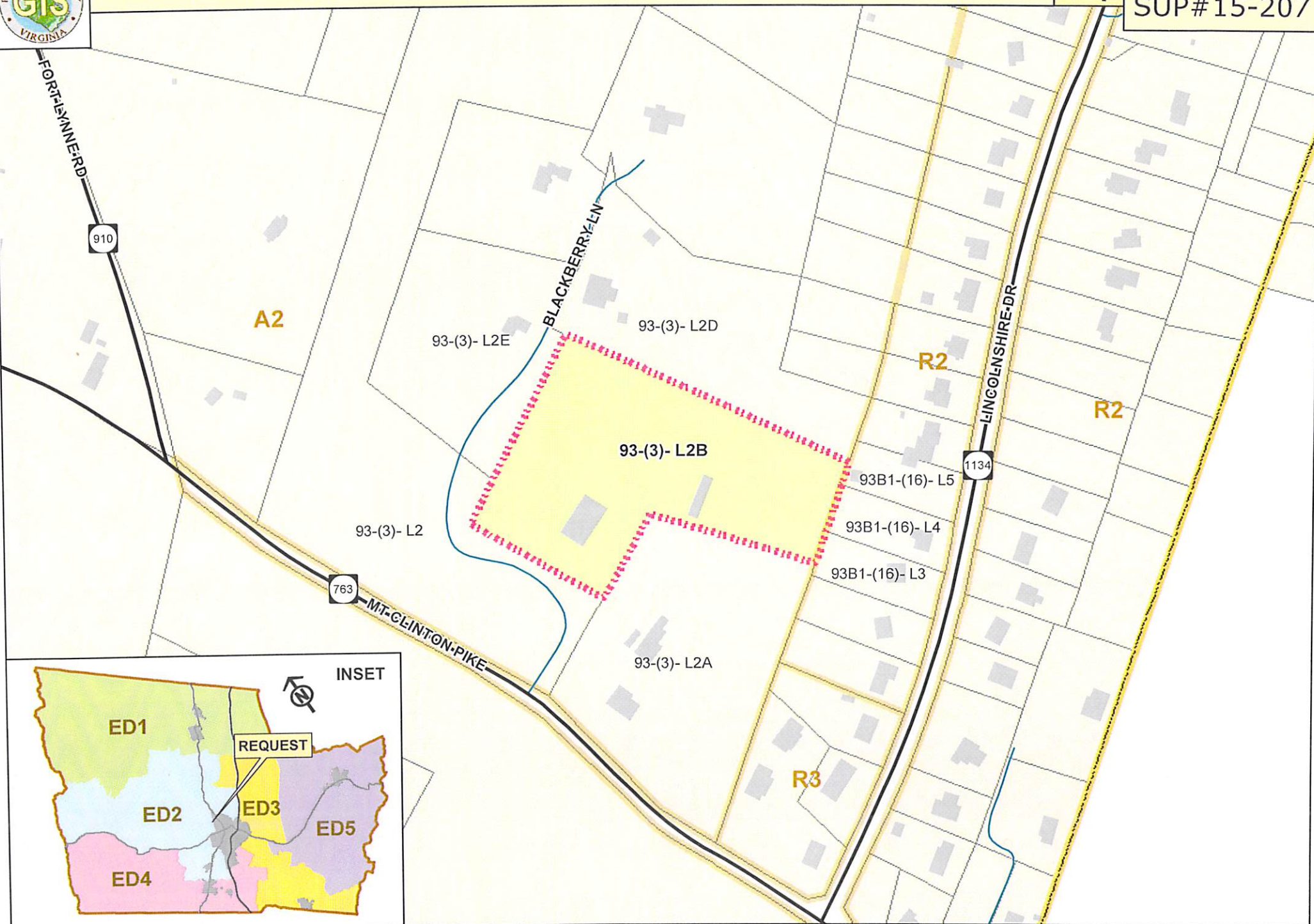
- That the use is compatible with surrounding uses,
- Is not detrimental to the character of adjacent land,
- Is consistent with the intent of this chapter, and
- Is in the public interest.

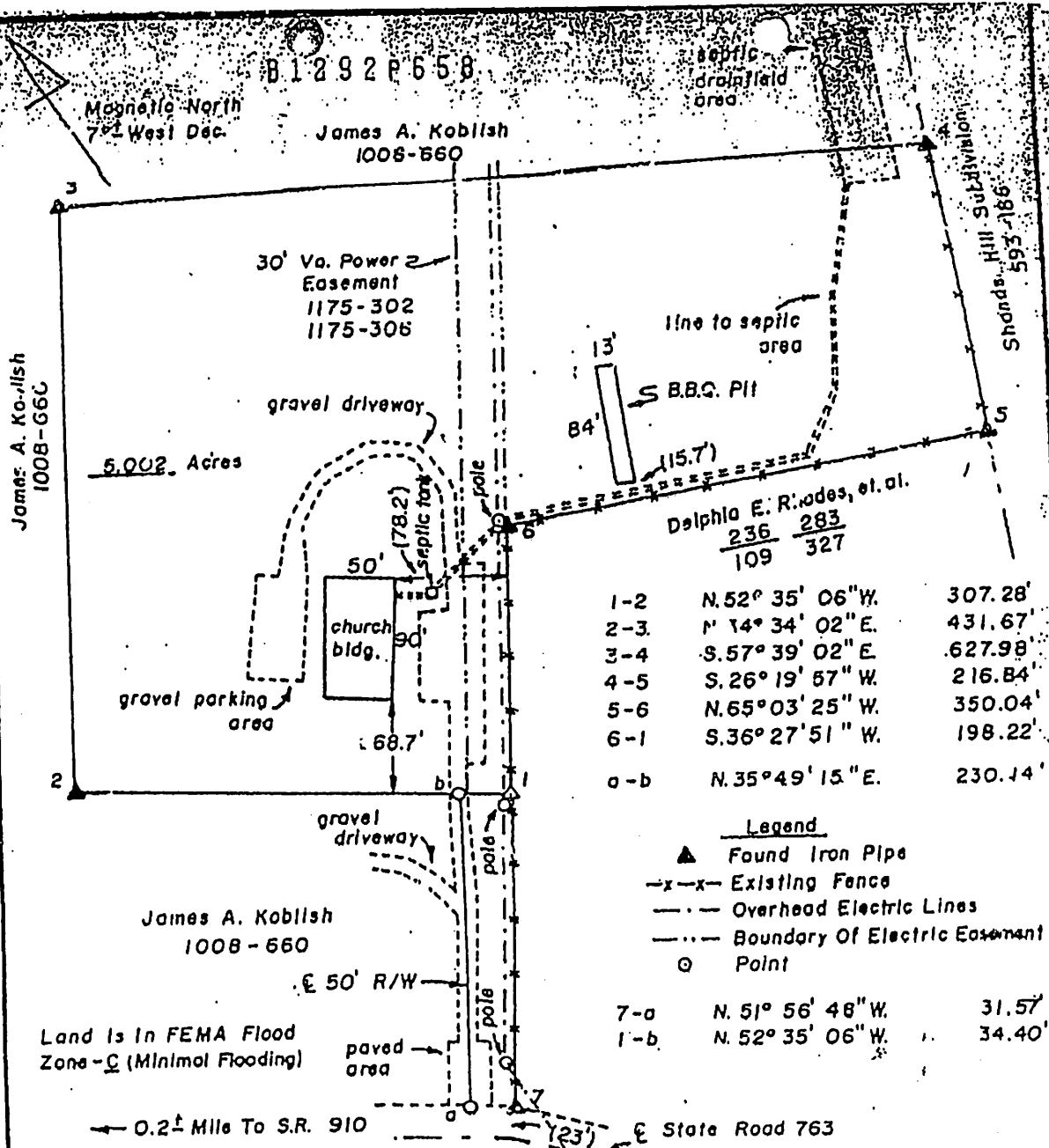


Walter Carr III & Cindy Carr Special Use Permit Request

10/14/2015

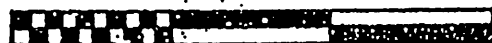
SUP#15-207





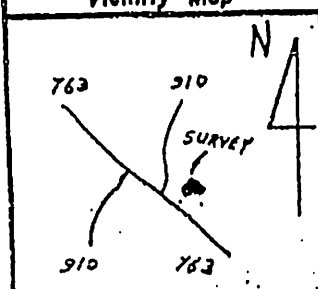
PLAT OF THE TRUSTEES OF THE NEW COVENANT MENNONITE FELLOWSHIP LAND

LOCATED JUST WEST OF HARRISONBURG CITY LIMITS ON STATE
ROAD 763 IN CENTRAL DISTRICT, ROCKINGHAM COUNTY, VA.
SCALE: 1" = 100 FT.



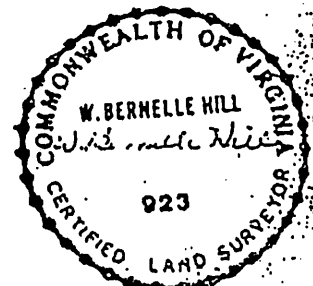
SURVEYED FEBRUARY 7, 1990 - TITLE SURVEY MAY 12, 1994
LAND COVERED IN DB. 1008, PG. 714

Vicinity Map



I Heroby Certify That The Plat
Shown Hereon Is A True Representation
Of A Survey Actually Made On The
Ground Under My Supervision And That
To The Best Of My Knowledge And
Belief Is Correct

Given Under My Hand This 12th
Day Of May, 1994



HILL & SHIFLET, Inc.
Land Surveyors

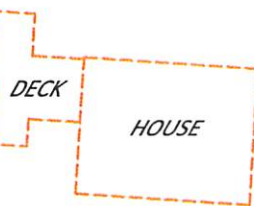
1380 BLACKBERRY LANE

WALTER W CARR III
AND CINDY H CARR
TM 93-(3)-L2B
DB 4326/448

EX. 20' DRAINAGE
EASEMENT

1191 LINCOLNSHIRE DRIVE
TM 93B1-(16)-L4

EX. CONCRETE
DRAINAGE DITCH



1181 LINCOLNSHIRE DRIVE

APRIL D HEPLER
TM 93B1-(16)-L3
DB 4513/611

NEW 10' WIDE PRIVATE WATER AND SEWER
SERVICE EASEMENT FOR PARCEL 93-(3)-L2B

1171 LINCOLNSHIRE DRIVE
TM 93B1-(16)-L2

EX. CMP
CULVERT

$R=2312.78'$
 $L=100.00'$

LINCOLNSHIRE DRIVE

NEW PRIVATE WATER AND SEWER SERVICE EASEMENT ON THE LAND OF APRIL D HEPLER LOT 3, SHANDS HILL SUBDIVISION

PARCEL DEFINITION FROM PLAT TITLED "TITLE SURVEY OF LOT 3
SHANDS HILL SUBDIVISION" BY ROBERT F. JELLUM, L.S., DATED
FEBRUARY 9, 2002 RECORDED IN DEED BOOK 2048 PAGE 279

GRAPHIC SCALE



SCALE: 1"=40'



BLACKWELL ENGINEERING
566 EAST MARKET STREET
HARRISONBURG, VA 22801

Phone: (540) 432-9555

FAX: (540) 434-7604

**1181 LINCOLNSHIRE DRIVE
HARRISONBURG, VA**

FIGURE

1

SCALE
1"=40'

DATE:
AUG 7, 2015

DESIGNED BY:
TBF

DRAWN BY:
TBF

CHECKED BY:
TBF

PROJECT #:
001



**Community Development
Special Use Permit Report
SUP15-214**

Meeting Date: OCTOBER 14, 2015

Applicant	LUBA VYHOVSKYY
Mailing Address	3073 N. WHITESEL CHURCH RD., MT. CRAWFORD, 22841
Property Address	SAME
Phone #/Contact	434-2430 (WORK); 810-4721
Tax Map Id	139-(1)-3A1
Zoning	A2
Requested Use	WAIVER TO SUPPLEMENTAL STANDARDS FOR ACCESSORY DWELLING TO ALLOW THE DWELLINGS TO BE 67.9 FEET APART INSTEAD OF 60' APART AS SET OUT IN THE STANDARDS
Location	SOUTHEAST SIDE OF NORTH WHITESEL CHURCH ROAD (ROUTE 681) AND PLEASANT VALLEY ROAD (ROUTE 679)
Acreage in parcel	5
Acreage in request	SAME
Election District	4
Comprehensive Plan	AGRICULTURAL RESERVE

Board of Supervisors

PLACING CONDITIONS ON THE REQUEST IS NEITHER A RECOMMENDATION FOR APPROVAL OR FOR DENIAL. IT IS SIMPLY STATING THAT IF APPROVED, THESE ARE THE MINIMUM CONDITIONS THAT SHOULD BE PLACED ON THE PERMIT. IF APPROVED, THE BOARD OF SUPERVISORS MAY CHANGE THESE CONDITIONS OR ADD NEW CONDITIONS AS DEEMED NECESSARY.

If the request is approved by the Board, as a minimum the following conditions should apply:

1. Use shall be located in substantial accordance to plot plan submitted with the application.
2. Residence shall comply with the Statewide Building Code and the proper permits shall be obtained.
3. This permit is contingent upon the applicant obtaining permits from the Health Department for a sewage disposal system and water supply. A copy of the permits shall be submitted to the Community Development Department prior to obtaining a building permit.
4. Verification that the septic and well have been installed shall be submitted to the Community Development Department prior to occupancy of the dwelling.
5. As required by VDOT, there shall be no parking on State right-of-way. A driveway shall be installed as a part of this approval.
6. Residence shall not be occupied until such time as a certificate of occupancy is issued by the County. No certificate of occupancy shall be issued until all other conditions of this permit are met.

GENERAL INFORMATION**SUBMISSION JUSTIFICATION:**

Table 17-606 allows for special use permit application for accessory dwellings in the A2 zoning district with the following supplemental standards:

- A. The area used for the accessory dwelling shall not exceed one thousand (1000) square feet or fifty percent (50%) of the square footage of the primary dwelling, whichever is less.
- B. The primary residence shall receive a certificate of occupancy prior to or concurrent with a certificate of occupancy being issued for the accessory dwelling.
- C. Only one accessory dwelling shall be permitted per primary dwelling.
- D. The accessory dwelling shall be located no more than sixty (60) feet from the rear and no more than twenty-five (25) feet from the side of the primary dwelling and shall not be subdivided from it.

BACKGROUND

Applicant purchased the property in 2008. A permit for a residence was obtained to use the subject structure as a dwelling while they constructed their residence on the property. When they completed their residence, they obtained a permit to convert this structure to a storage building. However, from time to time since then they have had someone living in this structure. They are now asking for approval to convert it to a single-family accessory dwelling.

While accessory dwellings are allowed by right in the A2 zoning district, if one residence is in front of the other, supplemental standards state there shall be no more than 60' between dwellings. The applicant is asking for a waiver to allow the accessory dwelling to be 67.9' from the primary dwelling on the property.

There are some extenuating factors that must be presented to the Board in regards to this property. In June 2004, Bowman-Hearty, LLC conveyed the property to James & Caryn Simkins. A restriction was placed in that deed that stated "There shall be one residence built per land and such residence shall have a minimum of 1,750 square feet of livable floor space". In April 2008, the Simpkins the Simpkins conveyed the land to Sergey Yavny and Irina Yavnaya. That deed stated that the "deed and restrictive covenants are recorded in the Clerk's Office aforesaid in Deed Book 2513, beginning at page 569". In September 2008 this property was conveyed to the applicants. That deed states "This conveyance is subject to easements, conditions, restrictions and reservations contained in recorded deeds, plats and other instruments in the chain of title to the property which have not expired by a time limitation contained in the instrument or otherwise become ineffective". In checking records, this property is one of 10 lots known as Apple Blossom Estates. Each of those lots has this same restriction.

Staff cannot enforce restrictive covenants under State law. However, the Board can take restrictive covenants into consideration in making this land use determination.

EXISTING SPECIAL CONDITIONS:

None

Adjoining Properties and Special Uses

Direction From Site	Zoning	Request	Decision
North	A2	None	
East	A2	None	
South	A2	None	
West	A2	None	

COMPREHENSIVE PLAN

According to the Comprehensive Plan, this property is in agricultural reserve.

ZONING AND EXISTING LAND USE**Adjoining Properties and Uses**

Direction From Site	Zoning	Existing Land Use
North	A2	Home site
East	A2	Home site
South	A2	Home site
West	A2	Home site

STAFF AND AGENCY ANALYSIS**UTILITIES**Health Department

The applicant would need to obtain approval of a sewage disposal system and water supply for each of the planned buildings.

ENVIRONMENTALZoning Administrator - Floodplain

According to FEMA maps, the property is not located in the 100-year floodplain.

PUBLIC FACILITIES

Emergency Services

The property is in the response area of the Hose Company #4 Port Republic Road Station and the Harrisonburg Rescue Squad. Emergency Services has no concerns with the request.

Building Official

Building shall comply with the Statewide Building Code, and the proper permits shall be obtained.

TRANSPORTATION

VDOT – Road Conditions

The existing entrance is adequate for an accessory dwelling. No parking is allowed on the VDOT Right-of-Way.

VDOT – Traffic Impact Analysis

N/A

SUMMARY

Considerations:

1. Applicant had used this as a dwelling (with the proper permits) while constructed the residence on their property.
2. Upon completion of the residence, a permit was obtained to convert this structure back to a storage building. At that time all plumbing was to be removed from the structure.
3. The County has learned that since the structure was converted back to a storage building, from time to time, someone has lived in it in violation of County Code.
4. Applicant wishes to convert it back to a residence and is asking for a waiver to the supplement standard that requires the residences to be no further apart than 60'.
5. If approved, the residences will be 67.9' apart.
6. The Health Department will require a septic system and well for this dwelling if approved.
7. There are some extenuating factors that must be presented to the Board in regards to this property. In June 2004, Bowman-Hearty, LLC conveyed the property to James & Caryn Simkins. A restriction was placed in that deed that stated "There shall be one residence built per land and such residence shall have

a minimum of 1,750 square feet of livable floor space". In April 2008, the Simpkins conveyed the land to Sergey Yavny and Irina Yavnaya. That deed stated that the "deed and restrictive covenants are recorded in the Clerk's Office aforesaid in Deed Book 2513, beginning at page 569". In September 2008 this property was conveyed to the applicants. That deed states "This conveyance is subject to easements, conditions, restrictions and reservations contained in recorded deeds, plats and other instruments in the chain of title to the property which have not expired by a time limitation contained in the instrument or otherwise become ineffective". In checking records, this property is one of 10 lots known as Apple Blossom Estates. Each of those lots has this same restriction.

8. Staff cannot enforce restrictive covenants under State law. However, the Board can take restrictive covenants into consideration in making this land use determination. The Board should consider that there are 10 lots in this subdivision. If the applicants are granted a permit to put a second residence on this lot, would the Board then be obligated to allow all of the other lots in this subdivision to have two residences?

9. According to the County Code, in granting a special use permit, the Board should find the following:

- That the use is compatible with surrounding uses,
- Is not detrimental to the character of adjacent land,
- Is consistent with the intent of this chapter, and
- Is in the public interest.

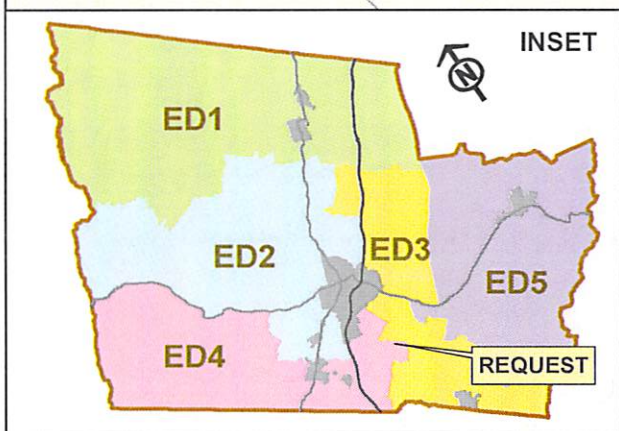
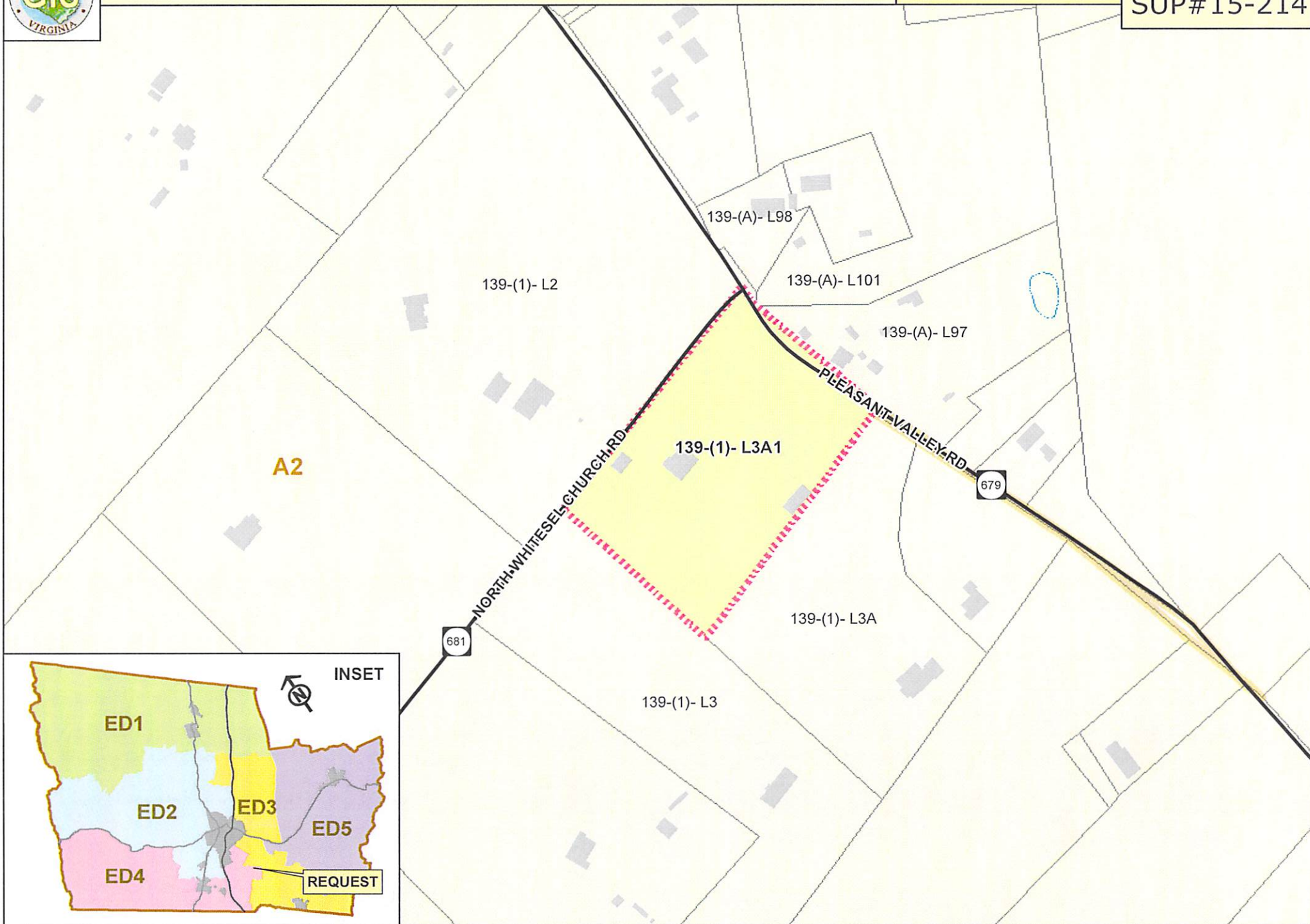


Luba Vyhovsky Special Use Permit Request



10/14/2015

SUP#15-214



NOTES

- 1) DATUM AS SHOWN HEREON IS ACCORDING TO RECORDED INFORMATION AND A CURRENT FIELD SURVEY.
- 2) THIS PROPERTY IS PRESENTLY ZONED "A-2" AND IS DESIGNATED AS TAX MAP 139-1-3A1.
- 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND DOES NOT REFLECT ALL ENCUMBRANCES.
- 4) BEARINGS ARE ROTATED TO LOCALIZED WGS 84.
- 5) THIS SURVEY WAS PREPARED FOR THE SOLE PURPOSE OF VERIFYING COMPLIANCE WITH SEC. 17-607 OF THE ROCKINGHAM COUNTY ZONING ORDINANCE FOR ACCESSORY DWELLINGS AND DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.
- 6) ALL DISTANCES ARE MEASURED EITHER PERPENDICULAR OR PARALLEL TO THE NEAREST PROPERTY LINE.

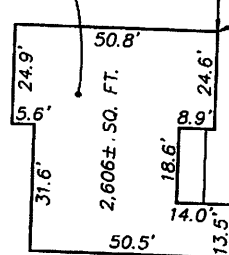
LEGEND

- IRON PIN FOUND
- ⊙ POINT

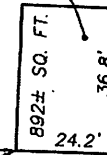
5.000 ACRES

D.B. 3387, P. 122
T.M. 139-1-3A1

ONE STORY BRICK & FRAME DWELLING WITH BASEMENT



ONE STORY FRAME DWELLING



60' SETBACK (FROM CENTER OF ROAD)

(REFERENCED TO POINT)

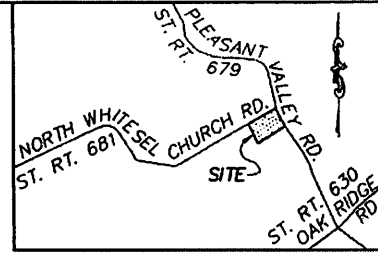
N 38°22'57" E

578.27'

NORTH WHITESEL CHURCH ROAD
STATE ROUTE 681
(30' PRESCRIPTIVE EASEMENT)

GREGORY E. &
MICHELLE L. GARBER
D.B. 2503, P. 121
T.M. 139-1-2

RAYMOND C. &
BRENDA B. WRIGHT
D.B. 2590, P. 375
T.M. 139-1-3



VICINITY MAP
NOT TO SCALE

PLAT SHOWING ACCESSORY DWELLING LOCATION FOR ROCKINGHAM COUNTY

ASHBY DISTRICT, ROCKINGHAM COUNTY, VIRGINIA

SCALE 1" = 30'

OCTOBER 3, 2014



SIMMONS SURVEYING, P.C.
1061 C SOUTH HIGH STREET UNIT G
HARRISONBURG, VA 22801
(540) 432-0420

FILE No. 0461

